

EXHIBIT 1

CIVIL COURT OF THE CITY OF NEW YORK
County of BRONX Part 11

Index No. 48720/11

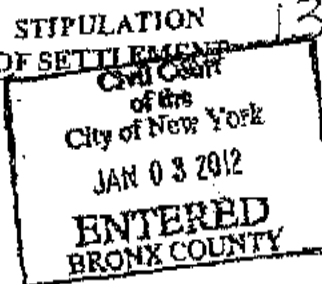
File # 13817

2246 WEBSTER AVENUE, HD OF SETTLEMENT

Plaintiff(s).

-against-

ELIZABETH ALIBIZA ALVEDO
Defendant(s).



It is hereby stipulated and agreed by and between the parties that the above-referenced

action is settled as follows:

Plaintiff shall accept
\$2000.00 as full settlement of all
claims payable as follows: commencing January
30, 2012 and on or before the 30th of ~~the~~ ^{every} month
thereafter \$500.00 per month.

In the event of default, Plaintiff shall
move for entry of judgment including 3,993.91
costs, fees, disbursements and interest (from) less
July 1, 2006 upon 10 days written notice to current

make payments to: KAVULICH & ASSOCIATES, P.C.
181 Westchester Avenue, Suite 500C, Port Chester,
NEW YORK 10573 Defendant to include file # 13817
on all payments.

Upon satisfaction of the debt, Plaintiff shall
file & serve upon Defendant a Notice of
Discontinuance. This stipulation contains the
full terms & conditions of this agreement.

Signature _____ Date _____

CA [Signature] for Plaintiff

Signature _____ Date _____

Kavulich & Associates, P.C.

Signature _____ Date 1-3-12

Elizabeth Alibiza Alvedo

Signature _____ Date 1-3-12

Elizabeth Alibiza Alvedo

EXHIBIT 2

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

INDEX NO. 48720/11
FILE NO. 13817

-----X
2246 WEBSTER AVENUE, HDFC,

Plaintiff.

AFFIDAVIT
IN SUPPORT

- against -

ELIZABETH ALIBIZU ACEVEDO,

Defendant.

-----X
STATE OF NEW YORK)
) SS
COUNTY OF BRONX)

I, Janine Losey, being duly sworn deposes and says:

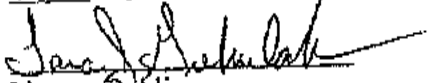
1. I am the managing agent for the Plaintiff, 2246 WEBSTER AVENUE, HDFC herein, and as such I am fully familiar with the facts and circumstances of this proceeding.
2. The within proceedings was commenced against Defendant to recover rental arrears in the amount of \$3,993.91, due and owing by Defendant to Plaintiff.
3. Thereafter, at a pre-trial conference of this matter on January 3, 2012, by way of a So-Ordered Stipulation, the Parties hereto settled this matter in the sum of \$2,000.00 at the rate of \$50.00 per month until that sum had been paid in full.
4. Also per the terms of that Stipulation of Settlement, Defendant agreed that in the event she should default on that settlement, Plaintiff was entitled to judgment in the full amount of Defendant's arrears balance, \$3,993.91, less any amount paid, with interest thereon from July 1, 2006.
5. Also per that Stipulation of Settlement, upon Defendant's default, Plaintiff was to provide to Defendant with a notice of default and 10-day opportunity to cure said default.

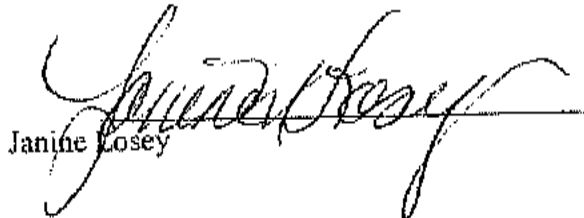
6. That pursuant to the Parties' stipulation, Plaintiff collected \$200.00.
7. That Defendant defaulted on that stipulation on at least three occasions.
8. Thereafter, upon Defendant's failure to cure her default for the month of July, 2012, Plaintiff submitted for and obtained judgment against Defendant in September, 2012.
9. Thereafter, Plaintiff commenced execution measures and successfully collected \$984.81 toward the satisfaction of that judgment.
10. Therefore, Defendant owes \$2,809.10, plus costs, fees, disbursements and interest from July 1, 2006 to Plaintiff toward the satisfaction of the defaulted stipulation.

Does not match Atty AFF (\$2632.08)

WHEREFORE, your deponent prays that the Court deny the instant motion as no legal or equitable basis has been provided.

Sworn to before me this
25 day of February 2014


Notary Public


Janine Losey

TARA J. GREKULAK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GR6198968
Qualified in Westchester County
My Commission Expires February 02, 2017

EXHIBIT 3

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

648720 | 11

2246 Webster Avenue, HDPC,
Plaintiff,

INDEX NO.
FILE NO. 13817.0

-against-

SUMMONS
Place of Venue is Plaintiff's
place of business:

Elizabeth Alibizu Acevedo.

2246 Webster Avenue
Bronx, NY 10457

Defendant(s)

To the above named defendants(s):

YOU ARE HEREBY SUMMONED to appear at the CIVIL COURT OF THE CITY OF NEW YORK, COUNTY OF BRONX at the office of the clerk of the said Court at 851 Grand Concourse, Bronx, NY 10451, in the COUNTY OF BRONX, State of New York, within the time provided by law as noted below and to file an answer to the below complaint with the clerk: upon your failure to answer, judgment will be taken against you for the sum of \$5,093.91 with interest thereon from July 1, 2006 together with costs of this action.

DATED: July 1, 2011

FEE PAID

JUL 14 2011

CIVIL COURT
BRONX COUNTY

By: Gary Kavulich, Esq.,
Kavulich & Associates, P.C.
Attorney for Plaintiff
181 Westchester Avenue
Suite 500C
Port Chester, NY 10573
(914) 355-2074

Defendant's Address:

Elizabeth Alibizu Acevedo
811 E. 167th Street, Apt. 2A
Bronx, NY 10459-2771

Note: The law provides that: (a) If the summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY days after such service; or (b) If the summons is served by any means other than personal delivery to you within the City of New York, you must appear and answer within THIRTY days after proof of service thereof is filed with the Clerk of this Court.

COMPLAINT

FIRST ACTION: Plaintiff seeks to recover damages from defendant(s) for breach of a lease agreement in the sum of \$3,993.91 representing rental arrears for the months of July, 2006 balance of \$399.79; August, 2006 through and including November, 2006 at the agreed monthly sum of \$898.53 for the premises known as 2246 Webster Avenue, Apt. 34 Bronx, NY 10457 together with costs and disbursements of this action and for such other and further relief as the court may deem just.

SECOND ACTION: Plaintiff seeks to recover damages from the defendant in the sum of \$600.00 representing damages together with costs and disbursements of this action and for such other and further relief as the Court may deem just.


THIRD ACTION: Plaintiff seeks to recover damages from the defendant in the sum of \$500.00 representing reasonable attorneys fees together with costs and disbursements of this action and for such other further relief as the Court may deem just.

WHEREFORE, Plaintiff demands judgment (A) on the First Action, in the sum of \$3,993.91 plus interest from July 1, 2006 together with costs and disbursements of this action and for such other and further relief as the Court may deem just, (B) on the Second Action, in the sum of \$600.00 plus interest from July 1, 2006 together with costs and disbursements of this action and for such other and further relief as the Court may deem just, (C) on the Third Action, in the sum of \$500.00 together with costs and disbursements of this action and for such other and further relief as the Court may deem just.

The Plaintiff in this action is NOT required to be licensed by the New York City Department of Consumer Affairs.

EXHIBIT 4

Civil Court of the City of New York
County of Bronx

Index No: CV-048720-11/BX


2246 Webster Avenue, HDPC
-against-
Elizabeth Alibizu Acevedo

**ORAL ANSWER
ACTION FOR MONEY ONLY**

Defendant, Elizabeth Alibizu Acevedo, at 811 E. 167th Street Apt. 2A, Bronx, NY 10459- , answers the Complaint as follows:

ANSWER: Dated : 11/21/2011

(Check all that apply)

1 ☐ General Denial: I deny the allegations in the complaint

SERVICE

2 ☐ I did not receive a copy of the summons and complaint

3 ☐ I received the Summons and Complaint, but service was not correct as required by law.

DEFENSES

4 ☐ I do not owe this debt.

5 ☐ I did not incur this debt. I am the victim of identity theft or mistaken identity.

6 ☐ I have paid all or part of the alleged debt.

7 ☒ I dispute the amount of the debt.

8 ☐ Plaintiff is required to be licensed by the department of consumer affairs of the City of New York and does not allege a license number in the Complaint.

9 ☐ Statute of Limitations (the time has passed to sue on this debt: more than six years).

10 ☐ The debt has been discharged in bankruptcy.

11 ☐ The collateral (property) was not sold at a commercially reasonable price.

12 ☒ Unjust enrichment (the amount demanded is excessive compared with the original debt.)

13 ☐ Violation of the duty of good faith and fair dealing.

14 ☐ Unconscionability (the contract is unfair.)

15 ☐ Laches (plaintiff has excessively delayed in bringing this lawsuit to my disadvantage.)

16 ☐ Defendant is in the military.

17 ☐ Other:

OTHER

18 ☐ Please take notice that my only source of income is _____, which is exempt from collection.

COUNTERCLAIM

19 ☐ Counterclaim(s): \$ _____ Reason:

This case is scheduled to appear on the calendar as follows:

Date: January 3, 2012 Part: Part 11 - Self Represented Non-Jury Room 503 Time: 10:30 AM Both Sides Notified:

To:

Kavulich & Associates
181 Westchester Ave
Suite 500-C
Port Chester, NY 10573-

ID - DMV

FILED
CLERK'S OFFICE

NOV 21 2011

**CIVIL COURT
BRONX COUNTY**

EXHIBIT 5

Kavulich & Associates, P.C.
181 Westchester Avenue
Suite 500C
Port Chester, NY 10573
Phone: (914) 355-2074 Fax: (914) 355-2078

April 9, 2012
Elizabeth Alibizu Acevedo
811 E. 167th Street
Apt. 2A
Bronx, NY 10459-2771

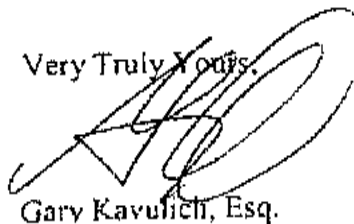
Re: Defaulted Stipulation
2246 Webster Avenue, HDFC
File No.: 13817

Dear Elizabeth Alibizu Acevedo:

You are in default of your payment under the stipulation signed by you. Please be advised that if the default is not cured within 10 days of the date of this letter, my client will pursue all remedies available to it under law.

Kindly forward all remittances to us, payable to the law firm of Kavulich & Associates, P.C. at 181 Westchester Ave., Suite 500C, Port Chester, NY 10573 with your file number on said payment. Thank you for your attention to this matter.

Very Truly Yours,



Gary Kavulich, Esq.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.

Kavulich & Associates, P.C.
181 Westchester Avenue
Suite 500C
Port Chester, NY 10573
Phone: (914) 355-2074 Fax: (914) 355-2078

June 12, 2012
Elizabeth Alibizu Acevedo
811 E. 167th Street
Apt. 2A
Bronx, NY 10459-2771

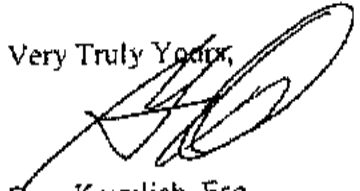
Re: Defaulted Stipulation
2246 Webster Avenue, HDFC
File No.: 13817

Dear Elizabeth Alibizu Acevedo:

You are in default of your payment under the stipulation signed by you. Please be advised that if the default is not cured within 10 days of the date of this letter, my client will pursue all remedies available to it under law.

Kindly forward all remittances to us, payable to the law firm of Kavulich & Associates, P.C. at 181 Westchester Ave., Suite 500C, Port Chester, NY 10573 with your file number on said payment. Thank you for your attention to this matter.

Very Truly Yours,


Gary Kavulich, Esq.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.

Kavulich & Associates, P.C.
181 Westchester Avenue
Suite 500C
Port Chester, NY 10573
Phone: (914) 355-2074 Fax: (914) 355-2078

August 28, 2012
Elizabeth Alibizu Acevedo
811 E. 167th Street
Apt. 2A
Bronx, NY 10459-2771

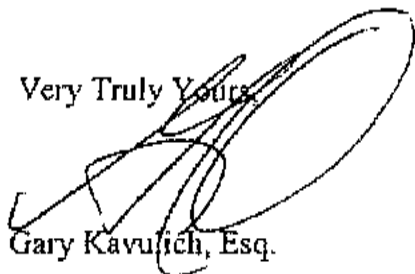
Re: Defaulted Stipulation
2246 Webster Avenue, HDFC
File No.: 13817

Dear Elizabeth Alibizu Acevedo:

You are in default of your payment under the stipulation signed by you. Please be advised that if the default is not cured within 10 days of the date of this letter, my client will pursue all remedies available to it under law.

Kindly forward all remittances to us, payable to the law firm of Kavulich & Associates, P.C. at 181 Westchester Ave., Suite 500C, Port Chester, NY 10573 with your file number on said payment. Thank you for your attention to this matter.

Very Truly Yours,



Gary Kavulich, Esq.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.

EXHIBIT 6

**Bronx County Civil Court
Civil Judgment**

Plaintiff(s):
2246 Webster Avenue, HDFC

vs.

Defendant(s):
Elizabeth Alibizu Acevedo

Index Number: CV-048720-11/BX
Judgment issued: Per Default in Stipulation

On Motion of:

Kavulich & Associates PC
181 Westchester Avenue, Suite 500C, Port
Chester, NY 10573-

Amount claimed	\$3,993.91	Index Number Fee	\$45.00	Transcript Fee	\$0.00
Less Payments made	\$200.00	Consumer Credit Fee	\$0.00	County Clerk Fee	\$0.00
Less Counterclaim Offset	\$0.00	Service Fee	\$25.00	Enforcement Fee	\$40.00
Interest 07/01/2006	\$2,105.82	Non-Military Fee	\$0.00	Other Disbursements	\$0.00
Attorney Fees	\$0.00	Notice of Trial Fee	\$0.00	Other Costs	\$0.00
Cost By Statute	\$20.00	Jury Demand Fee	\$0.00		
Total Damages	\$5,699.53	Total Costs & Disbursements	\$130.00	Judgment Total	\$6,029.53

The following named parties, addressed and identified as creditors below:

Plaintiff creditor(s) and address

(1) 2246 Webster Avenue, HDFC
2246 Webster Avenue, Bronx, NY 10457-

Shall recover of the following parties, addresses and identified as debtors below:

Defendant debtor(s) and address

(1) Elizabeth Alibizu Acevedo
811 E. 167th Street, Apt. 2A, Bronx, NY 10459-

Judgment entered at the Bronx County Civil Court, 851 Grand Concourse, Bronx, NY 10451, in the STATE OF NEW YORK in the total amount of \$6,029.53 on 09/27/2012 at 12:15 PM.

Judgment sequence 1

Carol Alt

Carol Alt, Chief Clerk Civil Court

13817

EXHIBIT 7

Civil Court of the City of New York
County of Bronx Part 34C

2246 Webster Avenue, EDPC
-against-
Elizabeth Alibizu Acevedo

Index Number CY-048720-11/BX

ORDER TO SHOW CAUSE

To Vacate a Judgment, restore case to the Calendar, and vacate any liens and income executions involving this defendant on this case and or to dismiss

APPEARANCE IS MANDATORY

INTEREST REQUIRED

UPON the annexed affidavit of Elizabeth Alibizu Acevedo sworn to on January 28, 2013, and upon all papers and proceedings herein:

Let the Claimant(s)/Plaintiff(s) or Claimant(s)/Plaintiff(s) attorney(s) show cause at:

Civil Court of the City of New York
851 Grand Concourse
Bronx, NY 10451
Part 34C
on February 11, 2013 at 9:30 AM

Room 504

or as soon thereafter as counsel may be heard, why an order should not be made VACATING the Judgment, restoring to the calendar, vacating any liens and income executions and/or dismissing the action if warranted and/or granting such other and further relief as may be just.

PENDING the hearing of this Order to Show Cause and the entry of an Order thereon, let all proceedings on the part of the Claimant(s)/Plaintiff(s), Claimant(s)/Plaintiff(s) attorney(s) and agent(s) and any Marshal or Sheriff of the City of New York for the enforcement of said Judgment be stayed.

SERVICE of a copy of this Order to Show Cause, and annexed Affidavit, upon the:

Claimant(s)/Plaintiff(s) or named attorney(s):
(Judge to Initial)

Sheriff or Marshal:
(Judge to Initial)

☒ by Personal Service by "In Hand Delivery"
☒ by Certified Mail, Return Receipt Requested
☐ by First Class Mail with official Post Office
Certificate of Mailing

☒ by Personal Service by "In Hand Delivery"
☒ by Certified Mail, Return Receipt Requested
☐ by First Class Mail with official Post Office
Certificate of Mailing

on or before 2/11/2013, shall be deemed good and sufficient.

PROOF OF SUCH SERVICE shall be filed with the Clerk in the Part indicated above on the return date of this Order to Show Cause.

Attorney(s): Mail to:
Kavulich & Associates PC (Counsel for Pltf)
181 Westchester Avenue
Suite 500C
Port Chester, NY 10573

Sheriff/Marshal:
NYC Marshal
Biegel, Stephen, Marshal
109 W 38 Street
Suite 200
New York, NY 10018-3615

January 28, 2013

DATE

Hon. Gerald Lebovitz, Civil Court Judge (NYC)

But Defendant does not raise any ground to vacate the 1/3/12 stipulation

Civil Court of the City of New York, County of Bronx

2246 Webster Avenue, HDEC

-against-

Elizabeth Alibizu Acevedo

CV-048720-11/BX

Affidavit in Support to restore case to the calendar, and vacate any judgment, liens and income executions involving this defendant on this case, and/or to dismiss

State of New York, County of Bronx

Elizabeth Alibizu Acevedo, being duly sworn, deposes and says:

(Defendant's initials)

1. EA a) I am the Party named as (Defendant) (Respondent) in the above titled action.
2. EA a) I have been served with a summons and complaint in this action. [NOTE: If Small Claims skip #3, and go to #4]
 b) I have not been served, and my first notice of legal action was [NOTE: if you complete any of #2b, skip #3, #4, #5, and go to #6]
 _____ a Notice of Default Judgment mailed to me
 _____ a Restraining Notice on my bank account.
 _____ a copy of an Income Execution served on 1/28/13
 _____ Other: _____
3. _____ a) I did not appear and answer in the Clerk's Office because: [NOTE: If you complete #3a, skip and go to #6].
EA b) I did appear and answer in the Clerk's Office
 _____ and I received a date for trial. 1/3/12
 _____ but the answer was entered late
 _____ Other: _____
4. EA On the Date of Trial before Judge/Arbitrator
1/3/12 _____ a stipulation (a written agreement) was made between claimant/plaintiff and defendant.
 _____ a judgment was entered after the trial.
 _____ a judgment was entered against me by default for my failure to appear.
 _____ Other: _____
5. GA My reason for not
 _____ complying with the stipulation is I have some financial problems
 _____ following the order of the Court is _____
 _____ appearing in court on the date scheduled for trial is _____
 _____ Other: _____
6. EA I allege that I have a good defense because: I have some financial problems, but I have been able to pay my bills and I am making this application
I have been able to pay my bills and I am making this application
I have been able to pay my bills and I am making this application
7. _____ a) I have not had a previous Order to Show Cause regarding this index number.
 _____ b) I have had a previous Order to Show Cause regarding this index number but I am making this application because: _____
8. EA I request that the Judgment be vacated, that the case be restored to the calendar, ~~and permission to serve the~~

Sworn to before me this day January 28, 2013

William J. Spera
 Signature of Court Employee and Title

(Sign Name) X Elizabeth Alibizu Acevedo
 Elizabeth Alibizu Acevedo
 811 E. 167th Street
 Apt. 2A
 Bronx, NY 10459

but I wrote a letter and I sent it for them to know ^{my} situation and
 give me the opportunity to pay when my ~~my~~ financial situation get ^{better}

EXHIBIT 8

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

-----X
2246 WEBSTER AVENUE HDFC,

Index No. 48720-2011

Plaintiff,

-against-

NOTICE OF MOTION

ELIZABETH ALIBIZU ACEVEDO,

Defendant(s).
-----X

PLEASE TAKE NOTICE that upon the annexed Attorney Affirmation of ALBERTO TORRES, ESQ. dated February 7, 2013, Affidavit of ELIZABETH ALIBIZU sworn to the 7th day of February, 2013 and on all papers and proceedings heretofore had herein, the undersigned will move this Court at PART 34C, ROOM 504 thereof to be held at the Courthouse located at 851 GRAND CONCOURSE, BRONX, NEW YORK, ON FEBRUARY 11, 2013 AT 9:30 A.M. of that day or as soon thereafter as the parties or their counsel may be heard, for an Order vacating the terms and conditions of a stipulation dated January 3, 2012 and staying and vacating the execution and enforcement of a judgment dated September 27, 2012 and for such other and further relief as to this Court is just and proper.

PLEASE TAKE FURTHER NOTICE, that this motion is being noticed pursuant to Rule #406 of CPLR, if applicable.

Dated: Bronx, New York
February 7, 2013



ALBERTO TORRES, ESQ.
Attorney for Respondent
629 Melrose Avenue
Bronx, New York 10455
Tel.No. (718) 620-0106
Fax No. (718) 620-0107

TO: GARY KAVULICH, ESQ.
Attorney for Plaintiff
KAVULICH & ASSOCIATES, P.C.
181 Westchester Avenue, Suite 500C
Port Chester, New York 10573
Tel No. (914) 355-2074
Fax No. (914) 355-2078

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

-----X
2246 WEBSTER AVENUE HDFC,

Index No. 48720-2011

Plaintiff,

-against-

**AFFIRMATION OF
EMERGENCY**

ELIZABETH ALIBIZU ACEVEDO,

Defendant(s).

-----X
STATE OF NEW YORK)
) ss:
COUNTY OF BRONX)

ALBERTO TORRES, an attorney duly admitted to practice law before the Courts of the State of New York, pursuant to CPLR § 2106, under penalties of perjury, affirms as follows:

1. I am the attorney for ELIZABETH ALIBIZU, Defendant in the above-captioned matter and as such I am fully familiar with the facts and circumstances of this case.

2. I respectfully submit this Affirmation in Support of Defendant's application herein.

3. That upon information and belief, in or about January 2013, Defendant who was not notified by her employer that they were served with an Income Execution Notice on a judgment dated September 27, 2012, realized that her employer had started garnishing Defendant's wages.

4. That Defendant respectfully files the instant application wherein she states in her Affidavit she had been paying \$50.00 per month pursuant to the stipulation for a total of \$500.00, and that an additional \$900.00 has been garnished from her wages.

5. That on February 4, 2013, I spoke to Defendant and reviewed various documents, including the complaint. (See Exhibit G)

6. That Defendant then became aware that she was sued for alleged rents from July 2006 to November 2006, however, Defendant stated and provided documentary proofs that her (1) lease expired on April 30, 2006 (See Exhibit D), (2) she paid rents through June 2006 (See Exhibit E), and (3) moved into an apartment with the New York City Housing Authority (NYCHA) in June 2006. (See Exhibit F)

7. That Defendant in her Answer filed with this court stated that she disputed the debt and the defense of unjust enrichment.

8. That this matter is an emergency in that my client's check is being garnished for a debt that she does not owe, and in fact Defendant is entitled to a refund of \$500.00 she made pursuant to a stipulation, and \$900.00 for the garnishment of Defendant's paychecks.

9. That no prior application has been made for the relief herein

WHEREFORE, this deponent respectfully prays for an order directing that the

- (a) vacating and staying, effective immediately, the execution and enforcement of a judgment dated September 27, 2012 and vacating the terms and conditions of a stipulation dated January 3, 2012 against Defendant;
- (b) vacating and setting aside the judgment against the Defendant and placing this matter back onto the court calendar and permitting said Defendant to serve and file an answer, upon the ground that Defendant has documentary proofs that she is not obligated to pay this alleged debt;
- (c) granting of such other and further relief as to the Court may seem just, reasonable and equitable.

Dated: Bronx, New York
February 7, 2013



ALBERTO TORRES, ESQ.

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

-----X
2246 WEBSTER AVENUE HDPC,

Index No. 48720-2011

Plaintiff,

-against-

AFFIDAVIT IN SUPPORT

ELIZABETH ALIBIZU ACEVEDO,

Defendant(s).

-----X
STATE OF NEW YORK }
 } ss.
COUNTY OF BRONX }

ELIZABETH ALIBIZU, being duly sworn, deposes and says:

1. I am a named Defendant in the above referenced matter.
2. That on or about January 2013, I reviewed my paystub and discovered that my employer was garnishing my wages for some unknown debt. I was told that the garnishment was for the matter herein and immediately retrieved a copy from this court of an Income Execution Notice dated October 10, 2012 showing that Plaintiff was able to get a judgment against me for \$6,029.53. (See Exhibit A)
3. That I consulted with an attorney and told him that my payroll check was being garnished, although I was making payments (See Exhibit B) pursuant to a stipulation with this court dated January 3, 2012. (See Exhibit C)
4. That in reviewing the complaint, my attorney advised me that the lawsuit was for unpaid rents from July 2006 to November 2006, when in fact I had already vacated and surrendered the apartment. (See Exhibit G)
5. That I have a meritorious defense in that I had no contractual obligations with the Plaintiff herein who misrepresented in documents filed with this court that they

Case 1:16-cv-02134-ALC Document 86-58 Filed 08/18/17 Page 25 of 109

are entitled to rents for July 2006 through November 2006 when in fact (1) my lease expired in June 2006, (See Exhibit D), (2) I had paid rent through June 2006 and gave the landlord my security deposit (See Exhibit E) and (3) moved into an apartment at the New York City Housing Authority (NYCHA) in June 2006. (See Exhibit F)

6. That I do not owe this alleged debt because I had no contractual agreement obligations with Plaintiff, and the signing of the stipulation under false pretenses and judgment against me should be vacated so that I can defend this case on the merits.

7. That as I stated before, I vacated the apartment, paid my rent and surrendered my security deposit to Plaintiff in June 2006, and moved into an apartment with NYCHA.

8. Therefore, I request that this court vacate the stipulation, dated January 3, 2012, and judgment, dated September 27, 2012, and give me an opportunity to defend myself on the grounds that I did not owe Plaintiff any rents subsequent to my vacating the apartment.

9. That I would also request that this court order Plaintiff to reimburse me \$500.00 I paid pursuant to the stipulation, and \$900.00 that has been garnished from my pay through January 2013.

10. It is also requested that the court order a stay on the garnishment of my wages pending the final resolution of this matter.

11. That no prior application has been made for the relief that Plaintiff request herein.

WHEREFORE, it is respectfully requested that this Court grant the relief requested and for such other and further relief as this Court deems just and proper.

Dated: Bronx, New York
February 7, 2013


ELIZABETH ALIBIZU

Subscribed and sworn to before me
on this 7 day of February, 2013



NOTARY PUBLIC

ALBERTO TORRES
Notary Public State Of New York
No.01T04849828
Qualified in Bronx County
Commission Expires January 27, 2014

Civil Court of the City of New York
County of Bronx
Part

Index Number

Motion Cal. #

Motion Seq. #

DECISION/ORDER

Recitation, as required by CPLR §2219 (a), of the papers considered in the review of this Motion:

Papers

Numbered

Notice of Motion and Affidavits Annexed.....

Order to Show Cause and Affidavits Annexed.....

Answering Affidavits.....

Replying Affidavits.....

Exhibits.....

Other.....

Claimant(s)/Plaintiff(s)/Petitioner(s)
against

ELIZABETH A. ACEVEDO

Defendant(s)/Respondent(s)

Upon the foregoing cited papers, the Decision/Order on this Motion to vacate

judgment is granted as follows:

is as follows:

The parties stipulation dated Jan. 3, 2012, provided that "in the event of default, plaintiff shall move for an entry of judgment... There is no dispute that no motion or order to show cause was made after defendant's alleged default, and indeed the plaintiff had submitted a judgment to the clerk's office ex parte. And as aforementioned, the default judgment was not entered in accordance with the parties stipulation. i.e. "move" c/o/a motion; therefore it is vacated and all ^{guarantees} ~~parts~~ ^{terms} ~~conditions~~ etc. are vacated. This order is without prejudice to ~~defendant~~ ^{plaintiff} to move by retained attorney seeking to vacate the Jan. 2012 stipulation.

Date

3/11/13

HON. JOSEPH E. CARROLL



EXHIBIT 9

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX: PART 30

INDEX NO. 48720/11
FILE NO. 13817

-----X
2246 WEBSTER AVENUE, HDFC,

Plaintiff,

AFFIRMATION
OF SERVICE

- against -

ELIZABETH ALIBIZU ACEVEDO,

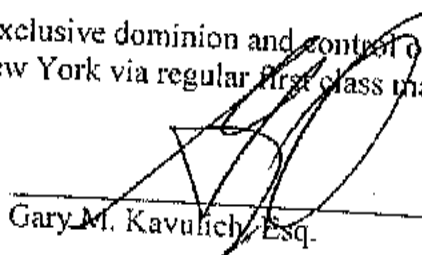
Defendant.
-----X

Gary M. Kavulich, Esq., an attorney duly admitted to practice law before the Courts of the State of New York hereby affirms the following under the penalty of perjury.

On March 3, 2014 I served the within Notice of Motion and Motion upon Alberto Torres, Esq., the Attorney for the Defendant in this action, by depositing a true copy in a post-paid envelope addressed to:

Alberto Torres, Esq.
629 Melrose Avenue
Bronx, NY 10455

in an official depository under the exclusive dominion and control of the United States Postal Service within the State of New York via regular first class mail.



Gary M. Kavulich, Esq.

30 (2)

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX:

-----X
2246 WEBSTER AVENUE HDFC,

Index No. 48720-2011

Plaintiff,

-against-

ELIZABETH ALBIZU ACEVEDO.

NOTICE OF MOTION
AND AFFIRMATION
IN OPPOSITION

Defendant(s).
-----X

Δ's OPP &
CROSS
MOTION

MOTION:

Alberto Torres, Esq.
Attorney for Defendant

DATE, TIME AND PLACE
OF HEARING:

April 2, 2014 at 9:30 a.m.
Motion Term: Part 30, Room 503
Civil Court of the City of New York
851 Grand Concourse, Bronx, NY 10451

SUPPORTING PAPERS:


Affirmation in Opposition of Alberto Torres, Esq.
Dated March 25, 2014.
Affidavit in Support of Elizabeth Albizu, and upon
all the papers and proceeding heretofore had herein.

RELIEF REQUESTED:

An Order denying Plaintiff's application for a
judgment, vacate the January 3, 2012 Stipulation,
and for such other and further relief as this Court
deems just, and proper

Dated: Bronx, New York
March 25, 2014

Yours, Etc.



ALBERTO TORRES, ESQ.
629 Melrose Avenue
Bronx, New York 10455
Tel No. (718) 620-0106
Fax No. (718) 620-0107

Copy to 4-28-14
for opp/resp to be served by 4/12/14
TO: BRETT MILCHMAN, ESQ.
Attorney for Plaintiff
KAVULICH & ASSOCIATES, P.C.
181 Westchester Avenue, Suite 500C
Port Chester, New York 10573
Tel No. (914) 355-2074

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

-----X
2246 WEBSTER AVENUE HDFC.

Index No. 48720-2011



Plaintiff,

-against-

ELIZABETH ALBIZU ACEVEDO,

**AFFIRMATION IN
OPPOSITION AND
DEFENDANT'S CROSS
MOTION**

Defendant(s).

-----X
STATE OF NEW YORK)
) ss:
COUNTY OF BRONX)

ALBERTO TORRES, an attorney duly admitted to practice law before the Courts of the State of New York, pursuant to CPLR § 2106, under penalties of perjury, affirms as follows:

1. I am the attorney for ELIZABETH ALBIZU, Defendant in the above-captioned matter and as such I am fully familiar with the facts and circumstances of this case.

2. I respectfully submit this Affirmation In Opposition and Defendant's Cross Motion in response to Plaintiff's Motion for Judgment.

3. That Plaintiff has filed a motion for judgment against Defendant dated February 20, 2014, however, this application must be denied because:

- (a) Plaintiff claims it collected \$200.00 pursuant to the Stipulation dated January 3, 2012, however, Defendant has documentary proofs that a total of \$500.00 was paid. (See Exhibit F)
- (b) Plaintiff claims it collected \$1,161.83 by execution by a marshal, but failed to attach any evidentiary proof, and Defendant claims that the total garnishment is greater than the alleged amount.
- (c) The Stipulation dated January 2, 2012 was entered into by Defendant Pro-Se in reliance upon misrepresentations made by Plaintiff to this court, which was subsequently discovered upon receipt of a rent history ledger attached to

Plaintiff's Affirmation In Opposition to Defendant's Order to Show Cause dated February 20, 2013 and filed with this court, and Defendant is requesting that the Stipulation So Ordered by this court be vacated pursuant to CPLR§5015 (a)(2) (newly discovered evidence and CPLR§2001 (mistake).

4. That Plaintiff alleges in the instant application that they collected only \$200.00 pursuant to the Stipulation, however, Defendant has documentary proof of payments of \$500.00. (See Exhibit F)

5. Likewise, Plaintiff alleges receipts of \$1,161.83 from the marshal, but did not attach any evidentiary proofs, and Defendant claims in her Affidavit that she believes that the amount garnished exceeds this amount, and therefore, Plaintiff's application must be denied as a matter of law.

CROSS MOTION TO VACATE STIPULATION

6. That pursuant to CPLR §5015 (a)(2) (newly discovered evidence) and CPLR§2001 (mistake), Defendant herein submits a cross motion requesting that the Stipulation of January 3, 2012 be vacated based upon newly discovered evidence and the mistake of entering into a Stipulation by a pro-se litigant.

7. That attached hereto as Exhibit D is a ledger previously filed with this court by Plaintiff in an Affirmation In Opposition dated February 27, 2013 as Exhibit 4 that evidences that as of November 2006, the alleged balance due as rent arrears was only \$1,233.98, yet Plaintiff commenced a lawsuit for over \$4,500.00.

8. That Defendant states in her Affidavit that she has a meritorious defense and she does not owe this alleged debt because Defendant had no written contractual agreement subsequent to April 30, 2006 with Plaintiff. (See Exhibit C) That the Stipulation dated January 3, 2012 was executed by her as a pro-se defendant who was intimidated by the proceedings, and that she signed the Stipulation in reliance upon misrepresentations by Plaintiff herein, and therefore, the Stipulation should be vacated so

that Defendant can defend this case on the merits. (See *IPMCC 2006-CIBC 14 DIXS Avenue LLC v. Mack*, 54509/12; Civil Court, Queens County, URL: <http://www.newyorklawjournal.com/CaseDecisionNY.jsp?id=1202570713545>)

9. That upon information and belief, Defendant vacated the apartment, paid all rents due and surrendered the security deposit to Plaintiff in June 2006, and moved into an apartment with the New York City Housing Authority.

10. That the lease agreement expired on April 30, 2006, and Defendant became a month-to-month tenant and had no contractual obligations to pay any rent to Plaintiff after she physically vacated the apartment.

11. That Plaintiff in her Affidavit gives a detailed analysis of the rent ledger, with the conclusion that as of November 2006, the alleged arrears were only \$1,233.98, however, Plaintiff sued her for over \$4,500.00.

12. Therefore, Defendant requests that this court vacate the Stipulation dated January 3, 2012, and give Defendant an opportunity to defend herself on the meritorious defense that Defendant did not owe Plaintiff any rents subsequent to vacating the apartment.

13. That Defendant also request that this court order Plaintiff to reimburse Defendant the \$500.00 paid pursuant to the Stipulation, and Defendant's wages garnished by a city marshal pursuant to a judgment that was vacated by this court on March 11, 2013. (See Exhibit G)

WHEREFORE, it is respectfully requested that this Court deny Plaintiff's application for a judgment, and vacate the January 3, 2012 Stipulation, and for such other and further relief as this Court deems just, and proper.

Dated: Bronx, New York
March 25, 2014



ALBERTO TORRES, ESQ. Page 143

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

-----X
2246 WEBSTER AVENUE HDFC.

Index No. 48720-2011

Plaintiff,

-against-

AFFIDAVIT IN SUPPORT

ELIZABETH ALBIZU ACEVEDO,

Defendant(s).

-----X
STATE OF NEW YORK }
 }ss.
COUNTY OF BRONX }

ELIZABETH ALBIZU, being duly sworn, deposes and says:

1. I am the Defendant in the above referenced matter.
2. That in or about January 2013, I discovered that my employer was garnishing my wages for the matter herein and that Plaintiff was able to get a judgment against me for \$6,029.53. (See Exhibit A)
3. That when I reviewed the complaint, my attorney advised me that the lawsuit was for unpaid rents from July 2006 to November 2006, however, I had already vacated and surrendered the apartment to the landlord in June 2006. (See Exhibit B)
4. That I have a meritorious defense that I was unaware of when I entered the Stipulation in that I had no contractual obligations with the Plaintiff herein who misrepresented to me and in documents filed with this court that they are entitled to rents for July 2006 through November 2006 when in fact (1) my lease expired on April 30, 2006, (See Exhibit C), (2) I had paid rent through June 2006 and gave the landlord my security deposit (See Exhibit D) and (3) moved into an apartment at the New York City Housing Authority (NYCHA) in June 2006. (See Exhibit E)
5. That I do not owe this alleged debt because I had no contractual agreement obligations with Plaintiff after April 30, 2006, and I signed a Stipulation in reliance upon misrepresentations by Plaintiff that I was responsible for payments of rents until they rented the apartment, and made the mistake of not challenging this allegation or talking to an attorney, and request that the Stipulation be vacated so that I can defend this case on the merits.

6. That attached hereto as Exhibit D is a copy of a rent ledger for my apartment from April 2006 to November 2006 that Plaintiff filed with this court.

7. That this ledger indicates that as of April 30, 2006, I allegedly had a balance of \$21.53, and in May 2006, the balance was \$920.06, and for June 2006 it was \$1,018.59. (See Exhibit D) That in June 2006 I surrendered the apartment to the landlord and moved into a New York City Housing Authority apartment. (See Exhibit E)

8. That although I surrendered the apartment in June 2006, the landlord continued to bill me for rents in July 2006 and August 2006.

9. That the ledger shows that the total due in August 2006 was allegedly \$2,033.04 and states that "FRANCO ADVISED ME TODAY APT. AVAILABLE AS OF AUGUST, 5, 2006." However, I surrendered the apartment in June 2006, not August 2006.

10. That in October 2006, the landlord credited \$799.06, which I believe was the security deposit, leaving a balance of only \$1,233.98, however, the landlord has sued me for \$4,593.91 but never explained to me how they calculated this number, and I made the mistake of believing what they told me in court.

11. That as I stated before, I vacated the apartment, paid my rent and surrendered my security deposit to Plaintiff in June 2006, and moved into an apartment with NYCHA.

12. Therefore, I request that this court deny Plaintiff's request for a judgment and vacate the Stipulation dated January 3, 2012 in that I have a meritorious defense as evidenced by the ledger that I had not seen until Plaintiff filed it with this court, and give me an opportunity to defend myself on the grounds that I did not owe Plaintiff any rents subsequent to my vacating the apartment.

13. That Plaintiff now tells this court that they collected only \$200.00 pursuant to the Stipulation which is untrue, and in fact I had paid them \$500.00 (See Exhibit F). In addition, I believe that the money that was garnished from my paycheck exceeds \$1,161.83, and I request that this court require that Plaintiff provide written proofs as to how much was actually collected.

14. That I would also request that this court order Plaintiff to reimburse me \$500.00 I paid pursuant to the Stipulation, and the money that has been garnished from my paycheck by the Marshall, the sum of which is unknown.

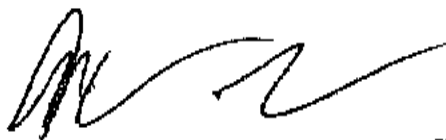
WHEREFORE, it is respectfully requested that this Court grant the relief requested herein and for such other and further relief as this Court deems just and proper.

Dated: Bronx, New York

March 25, 2014


ELIZABETH ALBIZU

Subscribed and sworn to before me
on this 25 day of March, 2014



NOTARY PUBLIC

ALBERTO TORRES
Notary Public State Of New York
No.01T04849926
Qualified in Bronx County
Commission Expires January 27, 20 18

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

-----X
2246 WEBSTER AVENUE HDFC,

Index No. 48720-2011

Plaintiff.

-against-

**AFFIDAVIT OF
SERVICE**

ELIZABETH ALIBIZU ACEVEDO,

Defendant(s).

-----X
STATE OF NEW YORK)

) ss.:

COUNTY OF THE BRONX)

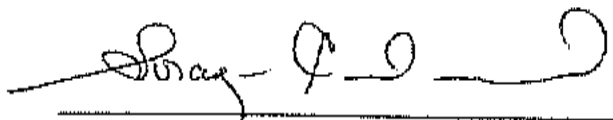
SORAYA CARABALLO, being duly sworn, deposes and says:

(1) Deponent is not a party to the action and is over 18 years of age and resides in the State of New York, County of New York.

(2) On the 26th day of March, 2014, deponent served the within AFFIRMATION IN OPPOSITION AND DEFENDANT'S CROSS MOTION to the Attorney(s) at their designated address(es):

BRETT MILCHMAN, ESQ.
KAVULICH & ASSOCIATES, P.C.
181 Westchester Avenue, Suite 500C
Port Chester, New York 10573

VIA ELECTRONIC MAIL and BY DEPOSITING in a post office or official depository under the exclusive care of the United States Postal Service within the State of New York a true copy thereof in a properly stamped envelope addressed to the individuals at the addresses stated.



Soraya Caraballo

Subscribed and sworn to before me
on this 26 day of March, 2014



NOTARY PUBLIC

ALBERTO TORRES
Notary Public State Of New York
No.01T04849926
Qualified In Bronx County
Commission Expires January 27, 2018

Bronx County Civil Court
Civil JudgmentPlaintiff(s):
2246 Webster Avenue, HDFO

vs.

Defendant(s):
Elizabeth Alibizu Acevedo

Index Number: CV-048720-11/BX

Judgment issued: Per Default in Stipulation
On Motion of:Kavulich & Associates PC
181 Westchester Avenue, Suite 500C, Port
Chesler, NY 10573-

Amount claimed	\$3,993.91	Index Number Fee	\$45.00	Transcript Fee	\$0.00
Less Payments made	\$200.00	Consumer Credit Fee	\$0.00	County Clerk Fee	\$0.00
Less Counterclaim Offset	\$0.00	Service Fee	\$25.00	Enforcement Fee	\$40.00
Interest 07/01/2006	\$2,105.62	Non-Military Fee	\$0.00	Other Disbursements	\$0.00
Attorney Fees	\$0.00	Notice of Trial Fee	\$0.00	Other Costs	\$0.00
Cost By Statute	\$20.00	Jury Demand Fee	\$0.00		
Total Damages	\$5,899.53	Total Costs & Disbursements	\$130.00	Judgment Total	\$6,029.53

The following named parties, addressed and identified as creditors below:

Plaintiff creditor(s) and address

(1) 2246 Webster Avenue, HDFO
2246 Webster Avenue, Bronx, NY 10457-

Shall recover of the following parties, addresses and identified as debtors below:

Defendant debtor(s) and address

(1) Elizabeth Alibizu Acevedo
811 E. 167th Street, Apt. 2A, Bronx, NY 10459-Judgment entered at the Bronx County Civil Court, 851 Grand Concourse, Bronx, NY 10451, in the STATE OF NEW YORK
in the total amount of \$6,029.53 on 09/27/2012 at 12:15 PM.

Judgment sequence 1

Carol Alt

Carol Alt, Chief Clerk Civil Court

Marshal =
OTSC

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

2246 Webster Avenue, HDPC,

Plaintiff.

Against

Elizabeth Alibizu Acevedo,

Defendant(s).

Court Index No. 48720/11
File No. 13817.0

INCOME EXECUTION

The People of the State
of New York

The following judgment was duly entered in favor of the plaintiff (judgment creditor) in the office of the clerk of the within court.

Court of Original Entry	Entry Date	Original Amount	Amount Due	Plus Interest From
CIVIL COURT OF THE CITY OF NEW YORK AM COUNTY OF BRONX	9/27/2012 12:00:00 AM	\$6,029.53	\$6,029.53	9/27/2012 12:00:00

The judgment was recovered against Elizabeth Alibizu Acevedo
And transcribed with the county clerk(s) of Bronx

Defendant (judgment debtor)

WHEREAS, this execution is issued against Elizabeth Alibizu Acevedo defendant (judgment debtor)


Whose last known address is: 811 E. 167th Street
Apt. 2A Bronx, NY 10459-2771and said defendant (judgment debtor) is receiving or will receive from the Employer* whose name and address is:
Milford Plaza Hotel 700 8th Avenue
New York, NY 10036 Attn: PayrollMore than \$
Title or position
Noper week, to wit \$
Sec. Ser. and Pension No.to be paid weekly installment of \$
Bureau, Office or Subdivisioneach:
Badge

3605

You are directed to satisfy the judgment with interest together with your fees and expenses, out of all monies now and hereafter due owing to the judgment debtor from the Employer pursuant to CPLR § 5231 d 15 U.S.C 1671, et. Seq.

Direction to Judgment Debtor: You are notified and commanded within 20 days to start paying to the Enforcement Officer serving a copy of this Income Execution on you: installments amounting to 10% (but no more than the Federal limits set forth in I. Limitations on the amount that can be withheld, below) of any and all salary, wages or other income, including any and all overtime earnings, commissions or other irregular compensation received or hereafter to be received from your Employer and to continue paying such installments until the judgment with interest and the fees and expenses of this Income execution are fully paid and satisfied, and if you fail to do so this Income Execution will be served upon the Employer by the Enforcement Officer.

Direction to the Employer: You are commanded to withhold and pay over to the Enforcement Officer serving a copy of this Income Execution on you: installments amounting to 10% (but no more than the Federal limits set forth in I. Limitations on the amount that can be withheld, below) of any and all salary, wages or other income, including any and all overtime earnings, commissions or other irregular compensation now or hereafter becoming due to judgment debtor until the judgment with interest and fees and expenses of this Income Execution are fully paid and satisfied.

Dated
10/10/2012

 Gary Kavulich Esq.
 Kavulich & Associates, P.C.
 181 Westchester Avenue, Suite 500C
 Port Chester, NY 10573
 (914) 355-2074

* "Employer," herein, includes any payor of money to Judgment Debtor.

Important Statement

This income execution directs the withholding of up to 10 percent of the judgment debtor's gross income. In certain cases, however, state or federal law does not permit the withholding of that much of the judgment debtor's gross income. The judgment debtor is referred to New York Civil Practice Law and Rules § 5231 and 15 United State Code § 1671 et seq.

I. Limitation on the amount that can be withheld

A. An income execution for installments from a judgment debtor's gross income cannot exceed ten percent (10%) of the judgment debtor's gross income.

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

048720 | 11

2246 Webster Avenue, HDPC,
Plaintiff,

INDEX NO.
FILE NO. 13817.0

-against-

SUMMONS
Place of Venue is Plaintiff's
place of business:

Elizabeth Alibizu Acevedo,

2246 Webster Avenue
Bronx, NY 10457

Defendant(s)

To the above named defendants(s):

YOU ARE HEREBY SUMMONED to appear at the CIVIL COURT OF THE CITY OF NEW YORK, COUNTY OF BRONX at the office of the clerk of the said Court at 851 Grand Concourse, Bronx, NY 10451, in the COUNTY OF BRONX, State of New York, within the time provided by law as noted below and to file an answer to the below complaint with the clerk: upon your failure to answer, judgment will be taken against you for the sum of \$5,093.91 with interest thereon from July 1, 2006 together with costs of this action.

DATED: July 1, 2011

FEE PAID

JUL 14 2011

CIVIL COURT
BRONX COUNTY

By: Gary Kavulich, Esq.,
Kavulich & Associates, P.C.
Attorney for Plaintiff
181 Westchester Avenue
Suite 500C
Port Chester, NY 10573
(914) 355-2074

Defendant's Address:

Elizabeth Alibizu Acevedo
811 E. 167th Street, Apt. 2A
Bronx, NY 10459-2771

Note: The law provides that: (a) If the summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY days after such service; or (b) If the summons is served by any means other than personal delivery to you within the City of New York, you must appear and answer within THIRTY days after proof of service thereof is filed with the Clerk of this Court.

3x mail

(6)

COMPLAINT

FIRST ACTION: Plaintiff seeks to recover damages from defendant(s) for breach of a lease agreement in the sum of \$3,993.91 representing rental arrears for the months of July, 2006 balance of \$399.79; August, 2006 through and including November, 2006 at the agreed monthly sum of \$898.53 for the premises known as 2246 Webster Avenue, Apt. 34 Bronx, NY 10457 together with costs and disbursements of this action and for such other and further relief as the court may deem just.

SECOND ACTION: Plaintiff seeks to recover damages from the defendant in the sum of \$600.00 representing damages together with costs and disbursements of this action and for such other and further relief as the Court may deem just.

THIRD ACTION: Plaintiff seeks to recover damages from the defendant in the sum of \$500.00 representing reasonable attorneys fees together with costs and disbursements of this action and for such other further relief as the Court may deem just.

WHEREFORE, Plaintiff demands judgment (A) on the First Action, in the sum of \$3,993.91 plus interest from July 1, 2006 together with costs and disbursements of this action and for such other and further relief as the Court may deem just, (B) on the Second Action, in the sum of \$600.00 plus interest from July 1, 2006 together with costs and disbursements of this action and for such other and further relief as the Court may deem just, (C) on the Third Action, in the sum of \$500.00 together with costs and disbursements of this action and for such other and further relief as the Court may deem just.

The Plaintiff in this action is NOT required to be licensed by the New York City Department of Consumer Affairs.

RENEWAL LEASE FORM

Read INSTRUCTIONS TO OWNER and TO TENANT on reverse side before filling out signing this form.

THIS IS A NOTICE FOR RENEWAL OF LEASE AND RENEWAL LEASE FORM PROMULGATED PURSUANT TO SECTION 2523.5(a) OF THE NEW YORK CITY RENT STABILIZATION CODE. ALL COPIES OF THIS FORM MUST BE SIGNED BELOW AND RETURNED TO YOUR LANDLORD WITHIN 60 DAYS.

Date: 01/08/2004

Tenant's Name and Address:
ACEVEDO, ELIZABETH
2246 WEBSTER AVENUE, 34
BRONX, NY 10457

Owner's/Agent Name & Address
2246 Webster Avenue HDFC
C/O Belmont Arthur Ave LDC
660 East 183rd Street Bronx, NY 10458

1. The owner hereby notifies you that your lease will expire on: 04/30/2004

Month Day Year

2. You may renew this lease, for one year or two years, at your option, as follows:

Col. a Renewal Term	Col. b Legal rent on Sept. 30 preceding commencement date of this Renewal Lease	Col. c Authorized applicable Guideline increase (If unknown, check box <input type="checkbox"/> and see below)*	Col. d Applicable guideline supplement, if any	Col. e Lawful rent increase adj., if any, effective after Sept. 30** indicated in Col. b	Col. f Separate charge, if any (Specify under item 4 below)	Col. g New rent (If lower rent is to be charged check box <input type="checkbox"/> and see 5 below)**
<input type="checkbox"/> 1 Year	\$ 792.27	(4.50%) \$35.65	\$0.00	\$0.00	\$0.00	\$827.92
<input checked="" type="checkbox"/> 2 Year	SAME AS ABOVE	(7.50%) \$59.42	\$0.00	\$0.00	\$0.00	\$851.69

Preferential Rent

<input type="checkbox"/> 1 Year	\$	(4.50%) \$	\$0.00	\$0.00	\$0.00	\$
<input type="checkbox"/> 2 Year	SAME AS ABOVE	(7.50%) \$	\$0.00	\$0.00	\$0.00	\$

If applicable guideline rate is unknown at time offer is made, check box in column c and enter current guideline which will be subject to adjustment when new rates are ordered.

The rent provided for in this renewal lease may be increased or decreased pursuant to an order of the Division of Housing and Community Renewal (DHCR) or Rent Guidelines Board (RGB).

3. Security Deposit:

Current Deposit: \$ 792.27 Additional Deposit Required - 1 year lease: \$ 35.65 - 2 year lease: \$ 59.42

4. Specify separate charges if applicable:

Air Conditioner - Electricity Charge: \$ 0.00/mo. - Unit Charge: \$ 0.00/mo.

421 a (2.2%): \$ 0.00/mo. Other (Describe): _____ \$ 0.00/mo.

5. Lower rent to be charged, if any: \$ _____ Agreement attached: ☐ yes ☐ no

6. This renewal lease shall commence on 05/01/2004, which shall not be less than 90 days nor more than 150 days from the date of mailing or personal delivery of this Renewal Lease Form. This renewal lease shall terminate on 04/30/2005 ☐ 1 year lease or 04/30/2006 ☒ 2 year lease.

7. This renewal lease is based on the same terms and conditions as your expiring lease, except that _____ lawful provisions attached and _____ written agreements between owner and tenant attached have been added. (Indicate in the blank spaces as applicable, the number of additional provisions or written agreements attached).

This form becomes a binding lease renewal when signed by the owner below and returned to the tenant. A rider setting forth the rights and obligations of tenants and landlords under the Rent Stabilization Law must be attached to this lease when signed by the owner and returned to the tenant (Los derechos y responsabilidades de inquilinos y caseros estan disponible en español).

Tenant: Check and complete where indicated one of the two responses below after reading instructions on reverse side. Then date and sign your response below. You must return this Renewal Lease Form to the owner in person or by regular mail, within 60 days of the date this Notice was served upon you by the owner. Your failure to do so may be grounds for the commencement of an action by the owner to evict you from your apartment.

☐ I (we) the undersigned tenant(s), agree to enter into a 2 year renewal lease at a monthly rent of \$ \$851.69. This renewal lease is based on the same terms and conditions as my (our) expiring lease, and further attached lawful provisions and attached written agreements, if any (see item 7 under PART A above).

☐ I (we) will not renew my (our) lease and I (we) intend to vacate the apartment on the expiration date of the present lease set forth above.

Dated 2-10 2004

Tenant's Signature(s):

Dated 2/10 2004

Owner's Signature:

EXHIBIT 4

OF TO DATE BALANCES >> JAN 01/01/2006 TO 04/30/2006 FOR BUILDING, 2246 WHEELER AVE BUILDING INFO: 2246-004 TODAY'S DATE: 6/28/2004 PAGE 1

DATE/TIME TIMEOUT TO/NAME CHG TYPE STAKE ADDRESS RENT CHARGES CURRENT PAID PAYMENTS ADJUSTMENTS END AMOUNTS END BAL NOIS PHTS 1ST BAL

011 / 6.00 TRAMPT: OVER002 / OVER004, ROCHELLE LEASE, 2246-OVER002 STATUS: Current

LEASE START: 08/01/2004 MOVE-IN: 05/01/1995

LEASE END: 07/31/2006 MOVE-OUT:

RENTS .00 368.22 -368.22 .00 .00

RENTS -84.22 462.00 .00 -745.22 .00

RENTS .00 277.00 -277.00 .00 .00

SUBTOTAL: -84.22 1,047.22 -645.88 .00 -245.22

COMMENTS: STABILIZED COMBINED 207.31/33 UNRESTRICTED INCOME/RESIDENTS

FEB. 6, 2006, CLAIM - TEN. PORTION AS OF 4/1006 2479.00 ON 24,047.22

012 / 00 ZINANE: OVER002 / OVER004, ROCHELLE LEASE, 2246-OVER002 STATUS: Current

LEASE START: 08/01/2004 MOVE-IN: 05/01/1995

LEASE END: 07/31/2006 MOVE-OUT:

RENTS .00 .00 .00 .00 .00

COMMENTS: STABILIZED COMBINED 207.31/33 UNRESTRICTED INCOME/RESIDENTS

FEB. 6, 2006, CLAIM - TEN. PORTION AS OF 4/1006 2479.00 ON 24,047.22

013 / 4.00 TRAMPT: OVER004 / OVER004, ELA LEASE, 2246-OVER004 STATUS: Current

LEASE START: 05/01/2004 MOVE-IN: 05/01/1995

LEASE END: 04/30/2006 MOVE-OUT:

RENTS .00 540.22 -540.22 .00 .00

RENTS .00 181.00 -181.00 .00 .00

RENTS .00 .00 .00 .00 .00

SUBTOTAL: .00 651.15 -651.15 .00 .00

COMMENTS: STABILIZED 601

014 / 4.00 TRAMPT: OVER004 / OVER004, ELA LEASE, 2246-OVER004 STATUS: Current

LEASE START: 05/01/2004 MOVE-IN: 05/01/1995

LEASE END: 04/30/2006 MOVE-OUT:

RENTS .00 540.22 -540.22 .00 .00

RENTS .00 181.00 -181.00 .00 .00

RENTS .00 .00 .00 .00 .00

SUBTOTAL: .00 651.15 -651.15 .00 .00

COMMENTS: STABILIZED TEN. USING MATHEMATIC ALBISU WITH REVENUE 601

[illegible]

[illegible][illegible][illegible][illegible]

[illegible]

Page 1

UP TO DATE BALANCE >> FROM 06/01/2006 TO 06/30/2006 FOR BILLING: 2146 MONTHLY RENT TODAY'S DATE: 8/11/2006

UN17/END TENANT ID/NAME CUR TYPE START ADDRESS LEFT CHARGES END ADDRESS STATUS: CURRENT

014 / 4.00 TENANT: JAVOS / ALB120, RALPH/STH/10/1 LEASE: 2046-MON/0000

LEASE START: 05/01/2006 MOVE-IN: 05/01/2006

LEASE END: 06/30/2006 MOVE-OUT: 06/30/2006

RENTS: 1,917.11 115.92 2,033.03

RENTS: 1,917.11 115.92 2,033.03

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RENTS: 1,917.11 115.92 2,033.03

IN TO DATE BALANCE 2+ FIRM 09/01/2006 TO 09/30/2006 FOR OUTLIND: 2246 Webster Ave BUILDING CODE: 2216-001 TODAY'S DATE: 9/29/2006 PAGE 1

QTY/NO. TENANT ID/NAME CRO TYPE START ADDRESS NEXT CHARGES PAYMENTS ADJUSTMENTS END ADDRESS END DATE PRICE

Q31 / 4.00 TENANT: NEWDOGS / ALBINO, ELEANOR/IN/01 LEASE: 2246-NEWDOGS STATUS: 7/2/2006/2006

LEASE START: 05/01/2006 MOVE-IN: 05/01/2006
LEASE END: 04/30/2006 MOVE-OUT: 04/30/2006

RENT 2,033.04
RENT TOTAL 2,033.04

2,033.04
2,033.04

COMMENTS: STABILIZING
Aug. 14, 2006, CLAIMS - HANCO ADMITS RE TENDY APT. AVAILABLE AS OF 8/15/06

SECTION 8 ONLY

TO BEAUTY
TOP-UPING WITHIN FROM ALBINO NOT ALBINO

IN COURT: START DATE: 8/01/2006 END DATE:
COLL- FOLD

Q13 / 4.00 TENANT: NEWDOGS-11 / BUREAU, TANVA LEASE: 2246-NEWDOGS-11 STATUS: OUTPAID

LEASE START: 12/15/2005 MOVE-IN: 12/15/2005
LEASE END: 12/14/2007 MOVE-OUT:

RENT 248.40
RENT TOTAL 248.40
RENT 131.40
RENT TOTAL 131.40
RENT 131.40
RENT TOTAL 131.40

COMMENTS: STABILIZING > 05/01/2006 UNPAYERED INCOME/RENTAL
L/R ORDER FROM 12/15/05 \$31.10 + 1/16 = 9/06 \$ 31.10 + 1/16 = 1/16
MAY 13, 2006, CLAIMS - TEN. PORTION AS OF 1/2006 FIVE.00 ON \$1,156.03
JUNE 3, 2006, CLAIMS - TEN. PORTION AS OF 1/2006 FIVE.00 ON \$1,156.03
JULY 24, 2006, ADJUSTMENT - 3/16 PAYING ON \$1156.03
9/06 INR RE-SUBMITTED L/R

IN COURT: START DATE: 8/10/2006 END DATE:
RENT SERV 9/21

Q13 / 4.00 TENANT: NEWDOGS / BUREAU, ANTONIA LEASE: 2246-NEWDOGS STATUS: OUTPAID

LEASE START: 05/01/2006 MOVE-IN: 05/01/1997
LEASE END: 04/30/2006 MOVE-OUT:

RENT 563.98
RENT TOTAL 563.98
RENT 123.00
RENT TOTAL 123.00
RENT 123.00
RENT TOTAL 123.00

COMMENTS: STABILIZING
MAY 18, 2006, CLAIMS - TEN. PORTION AS OF 1/2006 \$123.00 ON \$886.34 INVOICE
L/R ORDER FROM 2/106 = 9/06 \$ 123.00 + 1/16 = 1/16
JULY 24, 2006, ADJUSTMENT - 3/16 PAYING ON \$886.34
AUG. 18, 2006, CLAIMS - TEN. PORTION AS OF 1/2006 \$123.00 ON \$886.34 INVOICE

UP TO DATE BALANCE >> FROM 10/01/2006 TO 10/31/2006 FOR BUILDING: 2246 HARVEST AVE BUILDING CODE: 2716-001 TOTAL F DATE: 10/31/2006 PAGES

UNITS/RENTS TENANT ID/NAME END TYPE START ADDRESS RENT CHARGES PAYMENTS ASSESSMENTS END AMOUNTS END BAL OTHER TRANSACTIONS END BAL

038 / 4.00 TENANT: ACCEV005 / ALBISU, CLARENCE/MI/01 LEASE: 2246-ACCEV005 STATUS: Terminated
 LEASE START: 05/01/2006 HOUSE-TH: 05/01/2006
 LEASE END: 01/31/2008 HOUSE-DUR: 08/31/2008
 RENT 2,003.04 .00 1,332.89
 SUBTOTAL 2,003.04 .00 1,332.89

COMMENTS: Stabilized
 Aug. 21, 2006, CLAIM - HOUSE-ACCEV005 ACCEV005 AS OF 8/21/06

SECTION 1 ONLY

TO RENT / R.O. NO. 21255 (ALBISU)

SCOPED 9/25/06-RENT-ACCEV005 ACCEV005/ALBISU STARTED 9/25/06

SLOW OFF

YES, USING ALBISU HOME ALBISU NOT ACCEV005

START DATE: 01/01/2006 END DATE:

TOT. AMT 84597.01

641 / 6.00	TENANT: SUB001-41 / RUCED, SANTA	LEASE: 2246-SUB001-41	CURRENT	Current
LEASE START: 12/15/2005	HOUSE-15:	12/15/2003		
LEASE END: 12/14/2007	HOUSE-CHT:			
	RENT	788.43	.00	.00
	RENT	831.80	.00	560.42
	RENT	831.80	.00	13.82
	SUBTOTAL:	1,450.03	.00	560.42
COMMENTS:	Stabilized > 05/01/2006 LAMBERTSON HOUSE/ALBISU L/M ONED FROM 1773/05 331.80 - 1/06 - 10/06 @ 853.40 W/ 567.80 May 27, 2006, CLAIM - HOUSE-ACCEV005 L/M-0 June 2, 2006, CLAIM - HOUSE-ACCEV005 L/M-0 July 24, 2006, CLAIM - HOUSE-ACCEV005 L/M-0 9/06 (05) ACCEV005 L/M-0 START DATE: 01/01/2006 END DATE: 10/31/2006			

DO TO DATE BALANCE >> FROM 12/01/2006 TO 11/30/2006 FOR BUILDING 2246 Webster Ave BUILDING CODE 2246-004 PAGE 3

INITIALS TENANT ID/NAME EMP TYPE STAFF ADDRESS RENT CHANGES PAYMENTS ADJUSTMENTS END AMOUNT OTHER TRANSACTIONS END BAL PTHS END BAL

021 / 1.00 TENANT: ACTIVOS / ALBERTO, ELIZABETH (N/O) LEASE: 2246-ALC0005 STATUS: FORWARDED***

LEASE START: 05/01/2006 MOVE-IN: 05/01/2006
LEASE END: 04/30/2016 MOVE-OUT: 04/31/2006

RENT 1,233.94 .00 .00
SUBTOTAL 1,233.94 .00 .00

COMMENTS: RENTALLED FOR
APR. 21, 2006, ELAINE - FRANKO ADVISED HE TODAY APT. AVAILABLE AS OF 6/5/06

SECTION 8 ONLY
TO RENT / N.O. NO. 1255
SCOPED 5/15/04-HILTON-HOTEL-RENTAL STARTED 5/22/04

STOW OFF
TEN. HILTON HILTON HOUSE ALIENED NOT ACTIVED

TEN. HILTON HOUSE ALIENED NOT ACTIVED

TEN. HILTON HOUSE ALIENED NOT ACTIVED

TEN. HILTON HOUSE ALIENED NOT ACTIVED

TEN. HILTON HOUSE ALIENED NOT ACTIVED

041 / 4.40 TENANT: BIRECO-51 / BIRECO, TANTA LEASE: 2246-BIRECO-51 STATUS: CURRENT

LEASE START: 12/15/2003 MOVE-IN: 12/15/2003
LEASE END: 12/15/2007 MOVE-OUT:

RENT 132.44 .00 .00
SUBTOTAL 132.44 .00 .00

COMMENTS: BIRECO-51 05/01/2003 UNRENTED INCOME/RENTAL
L/R BIRECO FROM 12/15/03 \$11.00 + 1708 - 11/00/03 \$15.00 = \$131.40

MAY 23, 2004, ELAINE - MARISA COMPLETED 2/03

JUNE 2, 2004, ELAINE - TEN. PORTION OF 7/2004 \$111.00 ON \$1.156.44

JULY 21, 2006, BIRECO - 2/03 \$111.00 ON \$1.156.44

9/06 END: NO-RENTAL 1/06

013 / 4.00 TENANT: RIVERO / RIVERO, ANTONIA LEASE: 2246-RIVERO STATUS: CURRENT

LEASE START: 06/01/2004 MOVE-IN: 06/01/2004
LEASE END: 07/31/2007 MOVE-OUT:

RENT 132.44 .00 .00
SUBTOTAL 132.44 .00 .00

COMMENTS: RIVERO 06/01/2004 UNRENTED INCOME/RENTAL
L/R RIVERO FROM 06/01/04 \$11.00 + 1708 - 11/00/04 \$15.00 = \$131.40

MAY 23, 2004, ELAINE - MARISA COMPLETED 2/03

JUNE 2, 2004, ELAINE - TEN. PORTION OF 7/2004 \$111.00 ON \$1.156.44

JULY 21, 2006, BIRECO - 2/03 \$111.00 ON \$1.156.44

9/06 END: NO-RENTAL 1/06

013 / 4.00 TENANT: RIVERO / RIVERO, ANTONIA LEASE: 2246-RIVERO STATUS: CURRENT

LEASE START: 06/01/2004 MOVE-IN: 06/01/2004
LEASE END: 07/31/2007 MOVE-OUT:

NYCHA, LIC. Office
 UNION AVE & EAST 166 STREET
 381 REV. J.A. POLITE AVENUE, BRONX.

New York City Housing Authority
 LEASE ADDENDUM AND RENT NOTICE

Date 06/16/2006

Tenant ALBIZU, ELIZABETH

Address 811 EAST 167TH ST
 APT 02A
 BRONX, NY 10459

Development UNION AVENUE & EAST 166 S
 Account 355-085-02A
 Annual Income Review Quarter 4
 ONE YEAR LEASE EFFECTIVE DATE (L.E.D.) 02/01/2006
 APARTMENT SIZE 05
 RENT NOTICE # 3550153806

Other Tenant:

NYCHA is sending you this Lease Addendum / Rent Notice after it completed a review of your family composition and household income. As a result of this review, NYCHA has determined your rent. NYCHA has updated its records of family composition and income information, as indicated in this Notice.

* Your new rent plus recurring charges beginning 06/01/2006 is \$ 619.00
 (See detail below)

I. FAMILY COMPOSITION AND OCCUPANCY NOTICE

The following are the names of each authorized member of your household. If any of the persons listed has a child fully born to him or her, legally adopts a child, or is declared by a court to be the guardian of a child, the child may permanently reside in the household if you report the child to the Housing Manager. No other person is permitted to reside permanently in the household unless the Housing Manager grants you WRITTEN PERMISSION to add that person to your household.

NAME	SOCIAL SECURITY LAST 4 DIGITS	DATE OF BIRTH	NAME	SOCIAL SECURITY LAST 4 DIGITS	DATE OF BIRTH
1. ALBIZU, ELIZABETH	3605	1962			
2. MORALES, EDGAR	3009	1983			
3. ACEVEDO, SAHARA	9863	1987			
4. ACEVEDO, ELIZABETH	5951	1989			

II. RENT NOTICE

Your old MONTHLY rent plus recurring charges was \$ 207

* Your new MONTHLY rent plus recurring charges beginning 06/01/2006 is \$ 619.00
 Your rent INCREASED after NYCHA completed an MOVE-IN income review.

III. CHOICE OF RENT CALCULATION

Federal regulations permit the Housing Authority to calculate your rent in one of two ways, either: INCOME BASED RENT OR FLAT RENT and gives you the right to choose which method you prefer. Since NYCHA assumes that you will always want to pay the lower amount of rent, we automatically charge you the lower amount. Compare the following two types of rent. Your NEW RENT listed above is based on the LESSER of these two amounts.

RENT BASED ON INCOME: 30% of adjusted gross income less allowable deductions OR the Welfare Shelter allowance less any utility allowance if you pay a utility bill directly to the utility company, plus additional recurring charges is \$ 857.00

RENT BASED ON A FLAT RENT: Based on rent charged for similar sized apartment in a private building, plus additional recurring charges is \$ 619.00

If you wish to pay the higher amount or have questions about rent, you may request a meeting with your Housing Assistant.

For a detail of recurring charges, such as parking or air conditioner fees, see attached page.

Notice of Rights: You may request a meeting with your Housing Assistant to review the above information. If at the meeting you think that some information is wrong or that your rent was calculated incorrectly, you may request a grievance hearing with the Housing Manager. A copy of the grievance procedure is available at the Management Office.

Prepared by Housing Assistant

SANDRA MEJIAS

Date 06/16/2006

Approved and Signed by Housing Manager

FRANCISCO DEJESUS

Date 06/16/2006

HC-A 040.623(04/95)

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Kavalich + Associate.

Try the new Western Union Payments service for all your bills
and get guaranteed proof of payment. To learn more and to
search over 10

AGT 105829 LOC 000215 DT 012012 \$50.00 50DOLLARS AND NO CENT

Payable to:
Western Union Financial Services Inc. (WUFS) need not stop payment
on, or replace, or refund a lost or stolen WUFS Money Order unless (1) you fill in the back of the Money Order at the time of
purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) you provide
WUFS with a signed Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer
service, call 1-800-999-9999.

* 1 4 4 4 0 7 4 2 3 7 0 *



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MONEY ORDER RECEIPT - NON NEGOTIABLE

\$13817

2-23-12

Try the new Western Union Payments service for all your bills
and get guaranteed proof of payment. To learn more and to
search over 10,000 billers, go to WesternUnionPaymybills.com.

AGT 124648 LOC 000011 DT 022312 \$50.00 50DOLLARS AND NO CENT

Payable to:
Western Union Financial Services Inc. (WUFS) need not stop payment
on, or replace, or refund a lost or stolen WUFS Money Order unless (1) you fill in the back of the Money Order at the time of
purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) you provide
WUFS with a signed Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer
service, call 1-800-999-9999.

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MONEY ORDER RECEIPT - NON NEGOTIABLE

MWD

Try the new Western Union Payments service for all your bills
and get guaranteed proof of payment. To learn more and to
search over 10

AGT 109973 LOC 000005 DT 041912 \$50.00 50DOLLARS AND NO CENTS

Payable to:
Western Union Financial Services Inc. (WUFS) need not stop payment
on, or replace, or refund a lost or stolen WUFS Money Order unless (1) you fill in the back of the Money Order at the time of
purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) you provide
WUFS with a signed Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer
service, call 1-800-999-9999.

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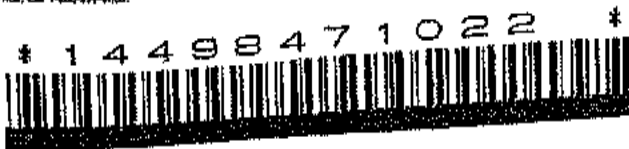
13 011

Try the new Western Union Payments service for all your bills and get guaranteed proof of payment. To learn more and to search over 10

AGT 109973 LOC 000005 DT 061212 \$50.00 50DOLLARS AND NO CENTS

Kaulich Associates

BEFORE THIS MONEY ORDER RECEIPT, IT MUST BE FOLDED WITH ALL REQUIRED DOCUMENTS, BE SURE TO READ INSTRUCTIONS INFORMATION BELOW AND ON BACK.
PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not keep payment on, or replace, or refund a lost or stolen WUFSI Money Order unless: (1) you fill in the back of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) you provide WUFSI with the original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-999-9000.



MONEY ORDER RECEIPT - NON NEGOTIABLE

Try the new Western Union Payments service for all your bills and get guaranteed proof of payment. To learn more and to search over 10,000 billers, goto WesternUnionPayMyBills.com.

AGT 124648 LOC 000011 DT 092512 \$50.00 50DOLLARS AND NO CENT

Kaulich Assc.

BEFORE THIS MONEY ORDER RECEIPT, IT MUST BE FOLDED WITH ALL REQUIRED DOCUMENTS, BE SURE TO READ INSTRUCTIONS INFORMATION BELOW AND ON BACK.
PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not keep payment on, or replace, or refund a lost or stolen WUFSI Money Order unless: (1) you fill in the back of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) you provide WUFSI with the original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-999-9000.



MONEY ORDER RECEIPT - NON NEGOTIABLE

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AGT 119193 LOC 000002 DT 101512 \$100.00 1HUNDREDDOLLARS AND NO CENTS

Kaulich Assc.

BEFORE THIS MONEY ORDER RECEIPT, IT MUST BE FOLDED WITH ALL REQUIRED DOCUMENTS, BE SURE TO READ INSTRUCTIONS INFORMATION BELOW AND ON BACK.
PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not keep payment on, or replace, or refund a lost or stolen WUFSI Money Order unless: (1) you fill in the back of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) you provide WUFSI with the original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-999-9000.



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(B1)

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ACT 109973 LOC 000005 DT 110212 \$100.00 1HUNDREDDOLLARS AND NO CENTS

Kavulich & Associates
 People to: RETAIN THIS MONEY ORDER RECEIPT, IT MUST BE PRESENTED WITH ALL RETURN REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK.
 PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with the original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-955-9555.



MONEY ORDER RECEIPT - NON NEGOTIABLE

Try the new Western Union Payments service for all your bills and get guaranteed proof of payment. To learn more and to search over 10,000 billers, goto WesternUnionPaysMyBills.com.

ACT 117119 LOC 000213 DT 010213 \$50.00 50DOLLARS AND NO CENT

People to: RETAIN THIS MONEY ORDER RECEIPT, IT MUST BE PRESENTED WITH ALL RETURN REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK.
 PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with the original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-955-9555.



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CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

Index No. 48720-2011

2246 WEBSTER AVENUE HDFC,

Plaintiff,

-against-

ELIZABETH ALBIZU ACEVEDO,

Defendant(s),

**AFFIRMATION IN OPPOSITION
AND DEFENDANT'S CROSS MOTION**

ALBERTO TORRES, ESQ.
629 Melrose Avenue
Bronx, New York 10455
Tel No. (718) 620-0106
Fax No. (718) 620-0107

ATTORNEY FOR DEFENDANT
ELIZABETH ALBIZU

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: 3/25/2014

Signature 

Signer's Name: Alberto Torres, Esq.

Cert

CIVIL COURT OF THE CITY NEW YORK
COUNTY OF BRONX: PART 30

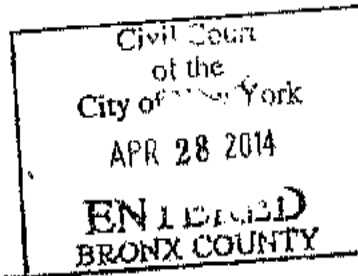
INDEX NO. 48720/11

FILE NO. 13817

-----X
2246 WEBSTER AVENUE HDFC.,

Plaintiff,

-against-



AFFIRMATION IN REPLY TO
DEFENDANT'S OPPOSITION
TO PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT AND
OPPOSITION TO
DEFENDANT'S MOTION FOR
VACATE STIPULATION OF
SETTLEMENT

ELIZABETH ALBIZU ACEVEDO,

Defendant.
-----X

Gary M. Kavulich, Esq., an attorney duly admitted to practice law before the courts of the State of New York hereby affirms the following under the penalty of perjury pursuant to CPLR 2106.

1. I am a member of the law firm of Kavulich & Associates, P.C., attorneys for the Plaintiff herein, and as such, I am fully familiar with the facts and circumstances of the within proceeding, except as to those matters stated to be based upon information and belief, and as to those matters, I believe them to be true. The basis of my belief is information furnished to me by my client, information contained within the court's file, and information contained within the files as maintained by your affirmant's office.

2. I make this affirmation in reply to the Defendant ELIZABETH ALBIZU ACEVEDO's Opposition to Plaintiff's Motion for Judgment, and in Opposition to Defendant's Motion to vacate stipulation of settlement. Annexed hereto as Exhibit "1" is a copy of the Defendant's Opposition to Plaintiff's Motion for Judgment and Cross-Motion for vacatur of stipulation of settlement.

BACKGROUND

3. Defendant ELIZABETH ALBIZU ACEVEDO has filed Opposition to Plaintiff's motion for judgment and a Cross Motion for vacatur of stipulation of settlement.

4. Plaintiff now submits its Reply to Defendant's Opposition and Opposition to Defendant's Motion for vacatur of stipulation of settlement.

5. Plaintiff commenced this action seeking to recover \$5,093.91 on or about July 14, 2011. Annexed hereto as Exhibit "2" is the affidavit of Plaintiff's managing agent, Janine Losey. Please see the summons and complaint annexed hereto as Exhibit "3."

6. Defendant interposed an answer on or about November 21, 2011. Please see Defendant's answer annexed hereto as Exhibit "4."

7. Thereafter, at a pre-trial conference of this matter on January 3, 2012, by way of a So-Ordered Stipulation, the Parties hereto settled this matter in the sum of \$2,000.00 at the rate of \$50.00 per month until that sum had been paid in full. Annexed hereto as Exhibit "5" is a copy of the stipulation of settlement.

8. Further, upon Defendant's default, Plaintiff was to provide to Defendant with a notice of default and 10-day opportunity to cure said default. Please see the aforementioned Exhibit "1."

9. Also per the terms of that Stipulation of Settlement, Defendant agreed that in the event she should default on that settlement, Plaintiff was entitled to move for judgment in the full amount of Defendant's arrears balance, \$3,993.91, less any amount paid, with costs, fees, disbursements and interest thereon from July 1, 2006. Please see aforementioned Exhibit "2." Please see the aforementioned Exhibit "3."

10. Pursuant to the Parties' stipulation, Plaintiff collected \$200.00. Please see the aforementioned Exhibit "2."

11. However, Defendant defaulted on that stipulation on at least three occasions. Please see the aforementioned Exhibit "2."

12. Pursuant to the stipulation, Plaintiff sent to Defendant the requisite default notices. Please see those default notices annexed hereto as Exhibit "6."

13. Thereafter, upon Defendant's failure to cure her default for the month of July, 2012, Plaintiff submitted for judgment against Defendant in September, 2012.

14. Judgment was entered on September 27, 2012. Please see a copy of that judgment annexed hereto as Exhibit "7."

15. Thereafter, Plaintiff commenced execution measures and successfully collected \$1,161.83 toward the satisfaction of that judgment. Please see aforementioned Exhibit "2."

16. Defendant then filed an Order to Show Cause seeking to stay the execution measures and restore this matter to the calendar. Annexed hereto as Exhibit "8" is a copy of Defendant's Order to Show Cause.

17. Thereafter, Defendant retained counsel and filed a supplemental affirmation with her Order to Show Cause.

18. On March 11, 2013, the Court granted Defendant's Order to the extent that the judgment and all execution measures were vacated, but the Court did not vacate the stipulation due to the fact that the aforementioned stipulation required the Plaintiff to move for judgment upon the Defendant's default. Annexed hereto as Exhibit "9" is a copy of the Court's decision

19. Therefore, as the Defendant is still in default of the stipulation of settlement and owes currently owes \$2,632.08 (\$3,993.91 - \$1,361.63), plus costs, fees, disbursements and interest from July 1, 2006, Plaintiff moved for entry of judgment against Defendant. Annexed hereto as Exhibit "10" is a copy of Plaintiff's Motion.

DEFENDANT'S OPPOSITION DOES NOT RAISE ANY ISSUE OF MATERIAL FACT

20. Defendant, in her Opposition, avers that Plaintiff is not entitled to a judgment due to the fact that Plaintiff failed to calculate additional payments made by the Defendant.

21. Accordingly, the defense has no merit.

22. The Defendant's allegation is that she sent payments of over \$500.00 to your Affirmant's office in compliance with the stipulation of settlement. Please see aforementioned Exhibit "1."

23. However, as stated earlier, Plaintiff only received \$200.00 pursuant to the stipulation of settlement; any additional payments sent to your Affirmant's office were never received or negotiated by the Plaintiff.

24. However, even assuming arguendo, if that was true, Defendant Elizabeth Albizu Acevedo has only provided receipts of money orders totaling \$350.00, not the alleged amount of \$500.00. Please see aforementioned Exhibit "1."

25. Defendant's additional \$150.00 are not proven within the Defendant's motion papers. Please see aforementioned Exhibit "1."

26. Therefore, Defendant's allegation that she was compliant with the stipulation of settlement is without merit.

27. Stipulations entered into in open court are favored by the courts and are to be set aside only where there is cause sufficient to invalidate a contract such as fraud, duress, collusion, or mistake. *Dubi v. Skiros Corp.*, 2009 NY Slip Op 07793 [2d Dep't 2009]; *Hullock v. Bronx*, 64 NY2d 224 [1984].

28. Defendant has provided this Court with no basis upon which to grant her motion, as there is no evidence of fraud, duress, collusion, or mistake. This Court is respectfully directed to Defendant's motion in support, the aforementioned Exhibit "1."

29. Plaintiff has duly demonstrated that the Parties entered into a rent stabilized lease agreement, duly executed a subsequent two year renewal thereof and then a third lease was deemed renewed upon Defendant's failure to respond to Plaintiff's lease renewal request and continue to pay rent through June, 2006, and then vacate the subject premises on or about August 5, 2006. Please see the aforementioned Exhibit "3."

30. Plaintiff commenced this instant action to recover monies owed to it resulting from Defendant's breach of the Parties' agreement.

31. The Parties then entered into a valid So-Ordered stipulation whereby Defendant admitted owing these monies to Plaintiff. (Emphasis Added).

32. At all times Plaintiff complied with the stipulation by duly serving Defendant with a notice of default and opportunity to cure upon each instance of Defendant's default. Please see the aforementioned Exhibit "8."

33. Pursuant to Defendant's breach, Plaintiff then took legal action to which it was entitled as determined in the Parties' Stipulation and obtained a judgment against the Defendant in the amount of the arrears it owed, less the \$200.00 previously collected by it, with interest thereon from July 1, 2006. Please see the aforementioned Exhibit "9."

34. To this end, Plaintiff questions why, after more than a year from Hon. Capella's decision to vacate the judgment, Defendant is now attempting to vacate the court-ordered stipulation of settlement based upon the findings of newly discovered evidence which was given to Defendant's counsel in Plaintiff's Opposition to Defendant's Order to Show Cause. Please see aforementioned Exhibit "9."

35. Simply stated, the Defendant Elizabeth Albizu Acevedo agreed to assume all responsibilities under the lease agreement when she signed the lease and made herself the tenant of record. Please see aforementioned Exhibit "1."

DEFENDANT'S CROSS MOTION FOR VACATUR OF THE STIPULATION OF
SETTLEMENT SHOULD BE DENIED

36. A stipulation of settlement that is made in open court is a contract and is governed by general contract principles for its interpretation and effect (*see Lacorazza v Lacorazza*, 47 AD3d 897, 898; *Matter of Weiss v Weiss*, 289 AD2d 498, 498). “[S]tipulations of settlement are favored by the courts and not lightly cast aside” (*Diarassouba v Urban*, 71 AD3d 51, 55; *see IDT Corp. v Tyco Group, S.A.R.L.*, 13 NY3d 209, 213).

37. Defendant’s contention is that newly discovered evidence that was included in Plaintiff’s Opposition submitted before this Court *over a year ago* is sufficient to constitute a mistake on Defendant’s part in signing the stipulation of settlement in open court. (Emphasis added.) Please see aforementioned Exhibit “1.”

38. On January 3, 2012, Defendant, after going over the case with Plaintiff’s counsel voluntarily agreed to a stipulation of settlement that was duly reviewed and authorized by Honorable Raul Cruz. Please see aforementioned Exhibit “2.”

39. Defendant was not manipulated or lied to by Plaintiff’s counsel or this Honorable Court when the stipulation of settlement was created. (*see M.S.B Dev. Co., Inc. v Lopes*, 38 AD3d 723 [2d Dept 2007] [A party seeking reformation must show *clearly* that there has been a mistake] [emphasis added]).

40. Defendant could have simply declined to sign the stipulation of settlement if she believed she owed less than what Plaintiff was suing for.

41. Therefore, Defendant’s allegations based upon newly discovered evidence received from the Plaintiff more than a year ago is without merit.

42. Defendant is simply attempting to manipulate this court and strong-arm the Plaintiff into forgetting her default and accept the monies already paid by her. Please see aforementioned Exhibit “1.”

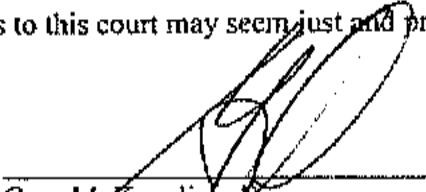
43. The default here was willful and Court has the discretion to deny a motion to vacate an order entered on default where the default is willful (*see, Gorsky v Gorsky*, 148 A.D.2d 674, 675)

44. Therefore, Defendant's Cross-Motion for Vacatur of the Stipulation of Settlement should be denied .

45. As such, Plaintiff respectfully requests that the Court grant Plaintiff Judgment in the sum of \$2,632.08 plus costs, interests, and disbursements thereon from July 1, 2006.

WHEREFORE, your Affirmant respectfully requests that the instant motion be granted in all respects and for such other and further relief as to this court may seem just and proper.

Dated: Port Chester, NY
April 16, 2014



Gary M. Kavulich, Esq.
Kavulich & Associates, P.C.
Attorneys for Plaintiff
181 Westchester Ave., Suite 500C
Port Chester, NY 10573
Ph: 914-355-2074
Fax: 914-355-2078

EXHIBIT 1

13817

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX:

-----X
2246 WEBSTER AVENUE HDFC,

Index No. 48720-2011

Plaintiff,

-against-

ELIZABETH ALBIZU ACEVEDO,

Defendant(s).
-----X

**NOTICE OF MOTION
AND AFFIRMATION
IN OPPOSITION**

MOTION:

Alberto Torres, Esq.
Attorney for Defendant

DATE, TIME AND PLACE
OF HEARING:

April 2, 2014 at 9:30 a.m.
Motion Term: Part 30, Room 503
Civil Court of the City of New York
851 Grand Concourse, Bronx, NY 10451

SUPPORTING PAPERS:

Affirmation in Opposition of Alberto Torres, Esq.
Dated March 25, 2014.
Affidavit in Support of Elizabeth Albizu, and upon
all the papers and proceeding heretofore had herein.

RELIEF REQUESTED:

An Order denying Plaintiff's application for a
judgment, vacate the January 3, 2012 Stipulation,
and for such other and further relief as this Court
deems just, and proper

Dated: Bronx, New York
March 25, 2014

Yours, Etc.


ALBERTO TORRES, ESQ.
629 Melrose Avenue
Bronx, New York 10455
Tel No. (718) 620-0106
Fax No. (718) 620-0107

TO: BRETT MILCHMAN, ESQ.
Attorney for Plaintiff
KAVULICH & ASSOCIATES, P.C.
181 Westchester Avenue, Suite 500C
Port Chester, New York 10573
Tel No. (914) 355-2074

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

-----X
2246 WEBSTER AVENUE HDEC,

Index No. 48720-2011

Plaintiff,

-against-

ELIZABETH ALBIZU ACEVEDO,

Defendant(s).

**AFFIRMATION IN
OPPOSITION AND
DEFENDANT'S CROSS
MOTION**

-----X
STATE OF NEW YORK)
) ss:
COUNTY OF BRONX)

ALBERTO TORRES, an attorney duly admitted to practice law before the Courts of the State of New York, pursuant to CPLR § 2106, under penalties of perjury, affirms as follows:

1. I am the attorney for ELIZABETH ALBIZU, Defendant in the above-captioned matter and as such I am fully familiar with the facts and circumstances of this case.

2. I respectfully submit this Affirmation In Opposition and Defendant's Cross Motion in response to Plaintiff's Motion for Judgment.

3. That Plaintiff has filed a motion for judgment against Defendant dated February 20, 2014, however, this application must be denied because:

- (a) Plaintiff claims it collected \$200.00 pursuant to the Stipulation dated January 3, 2012, however, Defendant has documentary proofs that a total of \$500.00 was paid. (See Exhibit F)
- (b) Plaintiff claims it collected \$1,161.83 by execution by a marshal, but failed to attach any evidentiary proof, and Defendant claims that the total garnishment is greater than the alleged amount.
- (c) The Stipulation dated January 2, 2012 was entered into by Defendant Pro-Se in reliance upon misrepresentations made by Plaintiff to this court, which was subsequently discovered upon receipt of a rent history ledger attached to

that Defendant can defend this case on the merits. (See *IPMCC 2006-CIBC 14 DLXS Avenue LLC v. Mack*, 54509/12; Civil Court, Queens County. URL: <http://www.newyorklawjournal.com/CaseDecisionNY.jsp?id=1202570713545>)

9. That upon information and belief, Defendant vacated the apartment, paid all rents due and surrendered the security deposit to Plaintiff in June 2006, and moved into an apartment with the New York City Housing Authority.

10. That the lease agreement expired on April 30, 2006, and Defendant became a month-to-month tenant and had no contractual obligations to pay any rent to Plaintiff after she physically vacated the apartment.

11. That Plaintiff in her Affidavit gives a detailed analysis of the rent ledger, with the conclusion that as of November 2006, the alleged arrears were only \$1,233.98, however, Plaintiff sued her for over \$4,500.00.

12. Therefore, Defendant requests that this court vacate the Stipulation dated January 3, 2012, and give Defendant an opportunity to defend herself on the meritorious defense that Defendant did not owe Plaintiff any rents subsequent to vacating the apartment.

13. That Defendant also request that this court order Plaintiff to reimburse Defendant the \$500.00 paid pursuant to the Stipulation, and Defendant's wages garnished by a city marshal pursuant to a judgment that was vacated by this court on March 11, 2013. (See Exhibit G)

WHEREFORE, it is respectfully requested that this Court deny Plaintiff's application for a judgment, and vacate the January 3, 2012 Stipulation, and for such other and further relief as this Court deems just, and proper.

Dated: Bronx, New York
March 25, 2014


ALBERTO TORRES, ESQ.

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

-----X
2246 WEBSTER AVENUE HDPC,

Index No. 48720-2011

Plaintiff,

-against-

AFFIDAVIT IN SUPPORT

ELIZABETH ALBIZU ACEVEDO,

Defendant(s).

-----X
STATE OF NEW YORK }
 } ss.
COUNTY OF BRONX }

ELIZABETH ALBIZU, being duly sworn, deposes and says: .

1. I am the Defendant in the above referenced matter.
2. That in or about January 2013, I discovered that my employer was garnishing my wages for the matter herein and that Plaintiff was able to get a judgment against me for \$6,029.53. (See Exhibit A)
3. That when I reviewed the complaint, my attorney advised me that the lawsuit was for unpaid rents from July 2006 to November 2006, however, I had already vacated and surrendered the apartment to the landlord in June 2006. (See Exhibit B)
4. That I have a meritorious defense that I was unaware of when I entered the Stipulation in that I had no contractual obligations with the Plaintiff herein who misrepresented to me and in documents filed with this court that they are entitled to rents for July 2006 through November 2006 when in fact (1) my lease expired on April 30, 2006, (See Exhibit C), (2) I had paid rent through June 2006 and gave the landlord my security deposit (See Exhibit D) and (3) moved into an apartment at the New York City Housing Authority (NYCHA) in June 2006. (See Exhibit E)
5. That I do not owe this alleged debt because I had no contractual agreement obligations with Plaintiff after April 30, 2006, and I signed a Stipulation in reliance upon misrepresentations by Plaintiff that I was responsible for payments of rents until they rented the apartment, and made the mistake of not challenging this allegation or talking to an attorney, and request that the Stipulation be vacated so that I can defend this case on the merits.

6. That attached hereto as Exhibit D is a copy of a rent ledger for my apartment from April 2006 to November 2006 that Plaintiff filed with this court.

7. That this ledger indicates that as of April 30, 2006, I allegedly had a balance of \$21.53, and in May 2006, the balance was \$920.06, and for June 2006 it was \$1,018.59. (See Exhibit D) That in June 2006 I surrendered the apartment to the landlord and moved into a New York City Housing Authority apartment. (See Exhibit E)

8. That although I surrendered the apartment in June 2006, the landlord continued to bill me for rents in July 2006 and August 2006.

9. That the ledger shows that the total due in August 2006 was allegedly \$2,033.04 and states that "FRANCO ADVISED ME TODAY APT. AVAILABLE AS OF AUGUST, 5, 2006." However, I surrendered the apartment in June 2006, not August 2006.

10. That in October 2006, the landlord credited \$799.06, which I believe was the security deposit, leaving a balance of only \$1,233.98, however, the landlord has sued me for \$4,593.91 but never explained to me how they calculated this number, and I made the mistake of believing what they told me in court.

11. That as I stated before, I vacated the apartment, paid my rent and surrendered my security deposit to Plaintiff in June 2006, and moved into an apartment with NYCHA.

12. Therefore, I request that this court deny Plaintiff's request for a judgment and vacate the Stipulation dated January 3, 2012 in that I have a meritorious defense as evidenced by the ledger that I had not seen until Plaintiff filed it with this court, and give me an opportunity to defend myself on the grounds that I did not owe Plaintiff any rents subsequent to my vacating the apartment.

13. That Plaintiff now tells this court that they collected only \$200.00 pursuant to the Stipulation which is untrue, and in fact I had paid them \$500.00 (See Exhibit F). In addition, I believe that the money that was garnished from my paycheck exceeds \$1,161.83, and I request that this court require that Plaintiff provide written proofs as to how much was actually collected.

14. That I would also request that this court order Plaintiff to reimburse me \$500.00 I paid pursuant to the Stipulation, and the money that has been garnished from my paycheck by the Marshall, the sum of which is unknown.

WHEREFORE, it is respectfully requested that this Court grant the relief requested herein and for such other and further relief as this Court deems just and proper.

Dated: Bronx, New York

March 25, 2014


ELIZABETH ALBIZU

Subscribed and sworn to before me
on this 25 day of March, 2014



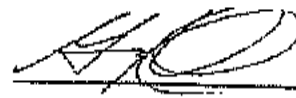
NOTARY PUBLIC

ALBERTO TORRES
Notary Public State Of New York
No. 01104648828
Qualified in Bronx County
Commission Expires January 27, 20 18

Page 1 of 1

Income Execution are fully paid and satisfied.

Dated
10/10/2012


Gary Kevulich Esq.
Kevulich & Associates, P.C.
181 Westchester Avenue, Suite 500C
Port Chester, NY 10573
(914) 355-2074

- "Employer," herein, includes any payor of money to Judgment Debtor.

Important Statement

This income execution directs the withholding of up to 10 percent of the judgment debtor's gross income. In certain cases, however, state or federal law does not permit the withholding of that much of the judgment debtor's gross income. The judgment debtor is referred to New York Civil Procedure Law and Rules § 5231 and 18 United State Code § 1671 et seq.

EXHIBIT 2

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

INDEX NO. 48720/11
FILE NO. 13817

-----X
2246 WEBSTER AVENUE, HDFC,

Plaintiff,

AFFIDAVIT
IN SUPPORT

- against -

ELIZABETH ALIBIZU ACEVEDO,

Defendant.

-----X
STATE OF NEW YORK)
) SS
COUNTY OF BRONX)

I, Janine Losey, being duly sworn deposes and says:

1. I am the managing agent for the Plaintiff, 2246 WEBSTER AVENUE, HDFC herein, and as such I am fully familiar with the facts and circumstances of this proceeding.
2. The within proceeding was commenced against Defendant to recover arrears in the amount of \$3,993.91, due and owing from the Defendant to Plaintiff.
3. Thereafter, at a pre-trial conference of this matter on January 3, 2012, by way of a So-Ordered Stipulation, the parties hereto settled this matter in the sum of \$2,000.00 at the rate of \$50.00 per month until that sum had been paid in full.
4. Also per the terms of that Stipulation of Settlement, Defendant agreed that in the event she should default on that settlement, Plaintiff was entitled to judgment in the full amount of Defendant's arrears balance, \$3,993.91, less any amount paid, with interest thereon from July 1, 2006.

5. Also per that Stipulation of Settlement, upon Defendant's default, Plaintiff was to provide to Defendant with a notice of default and 10-day opportunity to cure said default.

6. That pursuant to the parties' stipulation, Plaintiff collected \$200.00.

7. Defendant's claim that the Plaintiff received more than \$500.00 as payment per the stipulation is patently false.

8. That Defendant defaulted on that stipulation on at least three occasions.

9. Thereafter, upon Defendant's failure to cure her default for the month of July, 2012, Plaintiff submitted for and obtained judgment against Defendant in September, 2012 in the amount of \$6,029.53.

10. Thereafter, Plaintiff commenced execution measures and successfully collected \$1,161.83 toward the satisfaction of that judgment.

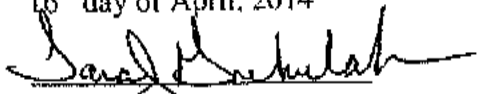
11. Thereafter, said judgment was vacated on March 19, 2013.

12. Therefore, Defendant owes \$2,632.08, plus costs, fees, disbursements and interest from July 1, 2006 to Plaintiff toward the satisfaction of the defaulted stipulation.

13. My attorneys have advised me that the Defendant has filed an Order to Show Cause which seeks to vacate the stipulation in this matter and restore this matter to the trial calendar.

WHEREFORE, your deponent prays that the Court deny the instant motion as no legal or equitable basis has been provided.

Sworn to before me this
16th day of April, 2014


Notary Public


Janine Losey

TARA J. GREKULAK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GR6198968
Qualified in Westchester County
My Commission Expires February 02, 2017

EXHIBIT 3

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX

048720 | 11

2246 Webster Avenue, HDPC,
Plaintiff.

INDEX NO.
FILE NO. 13817.0

-against-

SUMMONS
Place of Venue is Plaintiff's
place of business:

Elizabeth Alibizu Acevedo.

2246 Webster Avenue
Bronx, NY 10457

Defendant(s)

To the above named defendants(s):

YOU ARE HEREBY SUMMONED to appear at the CIVIL COURT OF THE CITY OF NEW YORK, COUNTY OF BRONX at the office of the clerk of the said Court at 851 Grand Concourse, Bronx, NY 10451, in the COUNTY OF BRONX, State of New York, within the time provided by law as noted below and to file an answer to the below complaint with the clerk: upon your failure to answer, judgment will be taken against you for the sum of \$5,093.91 with interest thereon from July 1, 2006 together with costs of this action.

DATED: July 1, 2011

FEE PAID

JUL 14 2011

CIVIL COURT
BRONX COUNTY

By: Gary Kavulich, Esq.,
Kavulich & Associates, P.C.
Attorney for Plaintiff
181 Westchester Avenue
Suite 500C
Port Chester, NY 10573
(914) 355-2074

Defendant's Address:

Elizabeth Alibizu Acevedo
811 E. 167th Street, Apt. 2A
Bronx, NY 10459-2771

Note: The law provides that: (a) If the summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY days after such service; or (b) If the summons is served by any means other than personal delivery to you within the City of New York, you must appear and answer within THIRTY days after proof of service thereof is filed with the Clerk of this Court.

COMPLAINT

FIRST ACTION: Plaintiff seeks to recover damages from defendant(s) for breach of a lease agreement in the sum of \$3,993.91 representing rental arrears for the months of July, 2006 balance of \$399.79; August, 2006 through and including November, 2006 at the agreed monthly sum of \$898.53 for the premises known as 2246 Webster Avenue, Apt. 34 Bronx, NY 10457 together with costs and disbursements of this action and for such other and further relief as the court may deem just.

SECOND ACTION: Plaintiff seeks to recover damages from the defendant in the sum of \$600.00 representing damages together with costs and disbursements of this action and for such other and further relief as the Court may deem just.

THIRD ACTION: Plaintiff seeks to recover damages from the defendant in the sum of \$500.00 representing reasonable attorneys fees together with costs and disbursements of this action and for such other further relief as the Court may deem just.

WHEREFORE, Plaintiff demands judgment (A) on the First Action, in the sum of \$3,993.91 plus interest from July 1, 2006 together with costs and disbursements of this action and for such other and further relief as the Court may deem just, (B) on the Second Action, in the sum of \$600.00 plus interest from July 1, 2006 together with costs and disbursements of this action and for such other and further relief as the Court may deem just, (C) on the Third Action, in the sum of \$500.00 together with costs and disbursements of this action and for such other and further relief as the Court may deem just.

The Plaintiff in this action is NOT required to be licensed by the New York City Department of Consumer Affairs.

EXHIBIT 4

FILE 13317

Index No: CV-048720-11/BX
Civil Court of the City of New York
County of Bronx2246 Webster Avenue, HDEC
-against-
Elizabeth Alibizu AcevedoORAL ANSWER
ACTION FOR MONEY ONLY

Defendant, Elizabeth Alibizu Acevedo, at 811 E. 167th Street Apt. 2A, Bronx, NY 10459- , answers the Complaint as follows:

ANSWER: Dated : 11/21/2011

(Check all that apply)

1 ☐ General Denial: I deny the allegations in the complaint**SERVICE**2 ☐ I did not receive a copy of the summons and complaint3 ☐ I received the Summons and Complaint, but service was not correct as required by law.**DEFENSES**4 ☐ I do not owe this debt.5 ☐ I did not incur this debt. I am the victim of identity theft or mistaken identity.6 ☐ I have paid all or part of the alleged debt.7 ☒ I dispute the amount of the debt.8 ☐ Plaintiff is required to be licensed by the department of consumer affairs of the City of New York and does not allege a license number in the Complaint.9 ☐ Statute of Limitations (the time has passed to sue on this debt: more than six years).10 ☐ The debt has been discharged in bankruptcy.11 ☐ The collateral (property) was not sold at a commercially reasonable price.12 ☒ Unjust enrichment (the amount demanded is excessive compared with the original debt.)13 ☐ Violation of the duty of good faith and fair dealing.14 ☐ Unconscionability (the contract is unfair.)15 ☐ Laches (plaintiff has excessively delayed in bringing this lawsuit to my disadvantage.)16 ☐ Defendant is in the military.17 ☐ Other:**OTHER**18 ☐ Please take notice that my only source of income is _____, which is exempt from collection.**COUNTERCLAIM**19 ☐ Counterclaim(s):\$ _____ Reason:

This case is scheduled to appear on the calendar as follows:

Date: January 3, 2012 Part: Part 11 - Self Represented Non-Jury Room 503 Time: 10:30 AM Both Sides Notified:

To:

Kavulich & Associates
181 Westchester Ave
Suite 500-C
Port Chester, NY 10573-

ID - DMV

FILED
CLERK'S OFFICE

NOV 21 2011

CIVIL COURT
BRONX COUNTY

EXHIBIT 5

CIVIL COURT OF THE CITY OF NEW YORK
County of BRONX Part 11

Index No. 487-20/11

File #

STIPULATION
OF SETTLEMENT

13817

2246 WEBSTER AVENUE, HDRE

Plaintiff(s),

-against-

ELIZABETH ALDREDA AZEVEDO

Defendant(s).



It is hereby stipulated and agreed by and between the parties that the above-referenced

action is settled as follows: Plaintiff shall accept

\$2000.00 as full settlement of all

claims payable as follows: commencing January 30, 2012 and on or before the 30th of ~~the~~ EVERY month thereafter \$50.00 per month.

In the event of default, Plaintiff shall move for entry of judgment including \$3,993.91 costs, fees, disbursements and interest from July 1, 2006 upon 10 days written notice to cure.

make payments to KAVULICH + ASSOCIATES, P.C. 18 Westchester Avenue, Suite 500C, PORTCHESTER, NEW YORK 10573 be certain to include file # 13817 on all payments.

Upon satisfaction of the debt, Plaintiff shall file & serve upon Defendant a Notice of Discontinuance. This stipulation contains the full terms & conditions of this Agreement.

Signature Date

CRV for Plaintiff
Kavulich & Associates, P.C.

Signature Date

Signature Date

1-3-12
1-3-12

Signature Date

Page of

CIV-GP-32 (Revised December, 2005)

S.D.
JUDGE, CIVIL COURT

EXHIBIT 6

Kavulich & Associates, P.C.
181 Westchester Avenue
Suite 500C
Port Chester, NY 10573
Phone: (914) 355-2074 Fax: (914) 355-2078

April 9, 2012
Elizabeth Alibizu Acevedo
811 E. 167th Street
Apt. 2A
Bronx, NY 10459-2771

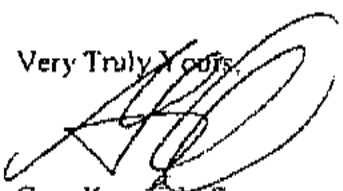
Re: Defaulted Stipulation
2246 Webster Avenue, HDFC
File No.: 13817

Dear Elizabeth Alibizu Acevedo:

You are in default of your payment under the stipulation signed by you. Please be advised that if the default is not cured within 10 days of the date of this letter, my client will pursue all remedies available to it under law.

Kindly forward all remittances to us, payable to the law firm of Kavulich & Associates, P.C. at 181 Westchester Ave., Suite 500C, Port Chester, NY 10573 with your file number on said payment. Thank you for your attention to this matter.

Very Truly Yours,



Gary Kavulich, Esq.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.

Kavulich & Associates, P.C.
181 Westchester Avenue
Suite 500C
Port Chester, NY 10573
Phone: (914) 355-2074 Fax: (914) 355-2078

June 12, 2012
Elizabeth Alibizu Acevedo
811 E. 167th Street
Apt. 2A
Bronx, NY 10459-2771

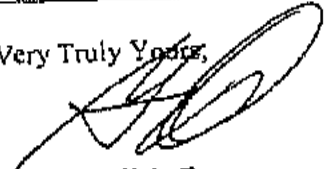
Re: Defaulted Stipulation
2246 Webster Avenue, HDFC
File No.: 13817

Dear Elizabeth Alibizu Acevedo:

You are in default of your payment under the stipulation signed by you. Please be advised that if the default is not cured within 10 days of the date of this letter, my client will pursue all remedies available to it under law.

Kindly forward all remittances to us, payable to the law firm of Kavulich & Associates, P.C. at 181 Westchester Ave., Suite 500C, Port Chester, NY 10573 with your file number on said payment. Thank you for your attention to this matter.

Very Truly Yours,


Gary Kavulich, Esq.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.

Kavulich & Associates, P.C.
181 Westchester Avenue
Suite 500C
Port Chester, NY 10573
Phone: (914) 355-2074 Fax: (914) 355-2078

August 28, 2012
Elizabeth Alibizu Acevedo
811 E. 167th Street
Apt. 2A
Bronx, NY 10459-2771


Re: Defaulted Stipulation
2246 Webster Avenue, HDFC
File No.: 13817

Dear Elizabeth Alibizu Acevedo:

You are in default of your payment under the stipulation signed by you. Please be advised that if the default is not cured within 10 days of the date of this letter, my client will pursue all remedies available to it under law.

Kindly forward all remittances to us, payable to the law firm of Kavulich & Associates, P.C. at 181 Westchester Ave., Suite 500C, Port Chester, NY 10573 with your file number on said payment. Thank you for your attention to this matter.

Very Truly Yours,


Gary Kavulich, Esq.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This communication is from a debt collector.

EXHIBIT 7

Bronx County Civil Court
Civil JudgmentPlaintiff(s):
2246 Webster Avenue, HDFC

vs.

Defendant(s):
Elizabeth Alibizu Acevedo

Index Number: CV-048720-11/BX

Judgment issued: Per Default in Stipulation

On Motion of:

Kavulich & Associates PC
181 Westchester Avenue, Suite 500C, Port
Chester, NY 10573-

Amount claimed	\$3,993.91	Index Number Fee	\$45.00	Transcript Fee	\$0.00
Less Payments made	\$200.00	Consumer Credit Fee	\$0.00	County Clerk Fee	\$0.00
Less Counterclaim Offset	\$0.00	Service Fee	\$25.00	Enforcement Fee	\$40.00
Interest 07/01/2006	\$2,105.62	Non-Military Fee	\$0.00	Other Disbursements	\$0.00
Attorney Fees	\$0.00	Notice of Trial Fee	\$0.00	Other Costs	\$0.00
Cost By Statute	\$20.00	Jury Demand Fee	\$0.00		
Total Damages	\$5,899.53	Total Costs & Disbursements	\$130.00	Judgment Total	\$6,029.53

The following named parties, addressed and identified as creditors below:

Plaintiff creditor(s) and address

(1) 2246 Webster Avenue, HDFC
2246 Webster Avenue, Bronx, NY 10457-

Shall recover of the following parties, addresses and identified as debtors below:

Defendant debtor(s) and address

(1) Elizabeth Alibizu Acevedo
811 E. 187th Street, Apt. 2A, Bronx, NY 10459-

Judgment entered at the Bronx County Civil Court, 851 Grand Concourse, Bronx, NY 10451, in the STATE OF NEW YORK in the total amount of \$6,029.53 on 09/27/2012 at 12:15 PM.

Judgment sequence 1



Carol Alt, Chief Clerk Civil Court

13817

EXHIBIT 8

Civil Court of the City of New York

County of Bronx Part 34C

2246 Webster Avenue, HDPC

-against-

Elizabeth Alibizu Acevedo



Index Number CV-048720-11/BX

ORDER TO SHOW CAUSETo Vacate a Judgment, restore case to the Calendar, and vacate any liens and income executions involving this defendant on this case and or to dismiss
APPEARANCE IS MANDATORY**INTERVIEW REQUIRED**

UPON the annexed affidavit of Elizabeth Alibizu Acevedo, sworn to on January 28, 2013, and upon all papers and proceedings herein:

Let the Claimant(s)/Plaintiff(s) or Claimant(s)/Plaintiff(s) attorney(s) show cause at:

Civil Court of the City of New York

851 Grand Concourse

Bronx, NY 10451

Part 34C

Room 504

on February 11, 2013 at 9:30 AM

or as soon thereafter as counsel may be heard, why an order should not be made:

VACATING the Judgment, restoring to the calendar, vacating any liens and income executions and/or dismissing the action if warranted and/or granting such other and further relief as may be just..**PENDING** the hearing of this Order to Show Cause and the entry of an Order thereon, let all proceedings on the part of the Claimant(s)/Plaintiff(s), Claimant(s)/Plaintiff(s) attorney(s) and agent(s) and any Marshal or Sheriff of the City of New York for the enforcement of said Judgment be stayed.**SERVICE** of a copy of this Order to Show Cause, and annexed Affidavit, upon the:Claimant(s)/Plaintiff(s) or named attorney(s):
(Judge to Initial)Sheriff or Marshal:
(Judge to Initial)☒ by Personal Service by "In Hand Delivery"
☒ by Certified Mail, Return Receipt Requested
☐ by First Class Mail with official Post Office
Certificate of Mailing☒ by Personal Service by "In Hand Delivery"
☒ by Certified Mail, Return Receipt Requested
☐ by First Class Mail with official Post Office
Certificate of Mailingon or before February 11, 2013, shall be deemed good and sufficient.**PROOF OF SUCH SERVICE** shall be filed with the Clerk in the Part indicated above on the return date of this Order to Show Cause.Attorney(s): Mail to:
Kavulich & Associates PC (Counsel for Plt's)
181 Westchester Avenue
Suite 500C
Port Chester, NY 10573Sheriff/Marshal:
NYC Marshal
Biegel, Stephen, Marshal
109 W 38 Street
Suite 200
New York, NY 10018-3615

January 28, 2013

DATE

Hon. Gerald Lebovitz, Civil Court Judge (NYC)

But Defendant does not raise any
ground to vacate re 1/3/12
s.t.p.-tm

Civil Court of the City of New York, County of Bronx

2246 Webster Avenue, HDEC

-against-

Elizabeth Alibizu Acevedo

CV-048720-11/BX

Affidavit in Support to restore case to the calendar, and vacate any judgment, liens and income executions involving this defendant on this case, and/or to dismiss

State of New York, County of Bronx

Elizabeth Alibizu Acevedo, being duly sworn, deposes and says:

(Defendant's initials)

1. EA a) I am the Party named as (Defendant) (Respondent) in the above titled action.
2. EA a) I have been served with a summons and complaint in this action. [NOTE: If Small Claims skip #3, and go to #4]
 b) I have not been served, and my first notice of legal action was [NOTE: If you complete any of #2b, skip #3, #4, #5, and go to #6]
 _____ a Notice of Default Judgment mailed to me
 _____ a Restraining Notice on my bank account.
 _____ a copy of an Income Execution served on 1/28/13
 _____ Other: _____
3. _____ a) I did not appear and answer in the Clerk's Office because: [NOTE: if you complete #3a, skip and go to #6].
EA b) I did appear and answer in the Clerk's Office
 _____ and I received a date for trial.
 _____ but the answer was entered late 1/3/12
 _____ Other: _____
4. EA On the Date of Trial before Judge/Arbitrator
 _____ a stipulation (a written agreement) was made between claimant/plaintiff and defendant.
1/3/12 _____ a judgment was entered after the trial.
 _____ a judgment was entered against me by default for my failure to appear.
 _____ Other: _____
5. EA My reason for not
 _____ complying with the stipulation is I have some financial problems
 _____ following the order of the Court is _____
 _____ appearing in court on the date scheduled for trial is _____
 _____ Other: _____
6. EA I allege that I have a good defense because: I have some financial problems, but I have been paying my bills and I am making this application
I have been paying my bills and I am making this application
I have been paying my bills and I am making this application
7. _____ a) I have not had a previous Order to Show Cause regarding this index number.
 _____ b) I have had a previous Order to Show Cause regarding this index number but I am making this application because: _____
8. EA I request that the Judgment be vacated, that the case be restored to the calendar, and permission to serve summons

Sworn to before me this day January 28, 2013

William J. [Signature]
 Signature of Court Employee and Title

(Sign Name) X Elizabeth Alibizu Acevedo
 Elizabeth Alibizu Acevedo
 811 E. 167th Street
 Apt. 2A
 Bronx, NY 10459

I will write a letter and I send it for them to know my situation and
 give me the opportunity to pay when my financial situation get better

EXHIBIT 9

Civil Court of the City of New York
County of Bronx
Part

Index Number
Motion Cal. #

Motion Seq. #

2246 WEBSTER

Claimant(s)/Plaintiff(s)/Petitioner(s)
against

ELIZABETH A ACEVEDO

Defendant(s)/Respondent(s)

DECISION/ORDER

Recitation, as required by CPLR §2119 (a), of the papers considered in the review of this Motion:

Paper	Numbered
Notice of Motion and Affidavits Annexed.....	
Order to Show Cause and Affidavits Annexed	2
Answering Affidavits	2
Replying Affidavits.....	
Exhibits	
Other.....	

Upon the foregoing cited papers, the Decision/Order on this Motion to vacate

judgment is granted as follows:

is as follows:

The parties stipulation dated Jan. 3, 2012, provided that "in the event of default, plaintiff shall move for an entry of judgment." There is no dispute that no motion or order to show cause was made after defendant's alleged default, and indeed the plaintiff did submit a judgment to the clerk's office ex parte. Since no appearance was made, the default judgment was not entered in accordance with the parties stipulation (i.e. "move" after motion). Therefore it is vacated and all fees, costs, etc. are vacated. This order is without prejudice to defendant to timely retained attorney fees, to vacate in Jan. 2012 stipulation.

Date

HON. JOSEPH E. COUGHLIN

M. P. R. T. P.

EXHIBIT 10

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX: PART 30

NO CALENDAR NUMBER ASSIGNED
INDEX NO. 48720/11
FILE NO. 13817

-----X
2246 WEBSTER AVENUE, HDPC,

Plaintiff,

NOTICE OF MOTION
FOR JUDGMENT

- against -

ELIZABETH ALIBIZU ACEVEDO,

Defendant.
-----X

MOTION BY:

Kavulich & Associates, P.C.
Attorneys for Plaintiff

DATE, TIME AND PLACE
OF HEARING:

March 18, 2014
9:30 A.M.
Motion Term: Part 30, Room 503
Civil Court of the City of New York
County of Bronx
851 Grand Concourse
Bronx, NY 10451

SUPPORTING PAPERS:


Affirmation of Gary M. Kavulich, Esq.,
dated February 20, 2014, affidavit of Janine
Losey, managing agent for the Plaintiff, and
upon all the papers and proceeding
heretofore had herein.

RELIEF REQUESTED:

An Order for judgment against the Defendant in the amount of \$2,632.08, plus costs, fees, disbursements and interest from July 1, 2006, and for such other and further relief as to this Court may deem just and proper.

Dated: Port Chester, New York
February 20, 2014

Yours Etc.,



Kavulich & Associates, P.C.
By: Gary M. Kavulich, Esq.
181 Westchester Ave., Suite 500-C
Port Chester, NY 10573
(914) 355-2074

To: Alberto Torres, Esq.
Attorney for the Defendant
629 Melrose Avenue
Bronx, NY 10455

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX: PART 30

-----X
2246 WEBSTER AVENUE, HDFC,

Plaintiff,

- against -

ELIZABETH ALIBIZU ACEVEDO,

Defendant.
-----X

INDEX NO. 48720/11
FILE NO. 13817

AFFIRMATION
IN SUPPORT

Gary M. Kavulich, Esq., an attorney duly admitted to practice law before the Courts of the State of New York hereby affirms the following under the penalty of perjury.

1. I am a member of the law firm of Kavulich & Associates, P.C., attorneys for the Plaintiff, herein. As such, I am fully familiar with the facts and circumstances of the within proceeding, except as to those matters stated to be based upon information and belief, and as to those matters I believe them to be true. The basis of my belief is information furnished to me by my client, information contained within the Court's file, and information contained within the file as maintained by your affirmant's office.
2. I make this affirmation in support of Plaintiff's application for a judgment against Defendant ELIZABETH ALIBIZU ACEVEDO pursuant to Defendant's default upon a signed stipulation dated January 3, 2012, and for such other and further relief as to this Court may deem just and proper. Please see a copy of that stipulation annexed hereto as Exhibit "1."

BACKGROUND

3. Plaintiff commenced this action seeking to recover \$5,093.91 on or about July 14, 2011. Annexed hereto as Exhibit "2" is the affidavit of Plaintiff's managing agent, Janine Losey. Please see the summons and complaint annexed hereto as Exhibit "3."

4. Defendant interposed an answer on or about November 21, 2011. Please see Defendant's answer annexed hereto as Exhibit "4."

5. Thereafter, at a pre-trial conference of this matter on January 3, 2012, by way of a So-Ordered Stipulation, the Parties hereto settled this matter in the sum of \$2,000.00 at the rate of \$50.00 per month until that sum had been paid in full. Please see aforementioned Exhibit "1."

6. Further, upon Defendant's default, Plaintiff was to provide to Defendant with a notice of default and 10-day opportunity to cure said default. Please see the aforementioned Exhibit "1."

7. Also per the terms of that Stipulation of Settlement, Defendant agreed that in the event she should default on that settlement, Plaintiff was entitled to judgment in the full amount of Defendant's arrears balance, \$3,993.91, less any amount paid, with costs, fees, disbursements and interest thereon from July 1, 2006. Please see aforementioned Exhibit "1." Please see the aforementioned Exhibit "2."

8. Pursuant to the Parties' stipulation, Plaintiff collected \$200.00. Please see the aforementioned Exhibit "2."

9. However, Defendant defaulted on that stipulation on at least three occasions. Please see the aforementioned Exhibit "2."

10. Pursuant to the stipulation, Plaintiff sent to Defendant the requisite default notices. Please see those default notices annexed hereto as Exhibit "5."

11. Thereafter, upon Defendant's failure to cure her default for the month of July, 2012, Plaintiff submitted for judgment against Defendant in September, 2012.

12. Judgment was entered on September 27, 2012. Please see a copy of that judgment annexed hereto as Exhibit "6."

13. Thereafter, Plaintiff commenced execution measures and successfully collected \$1,161.83 toward the satisfaction of that judgment. Please see aforementioned Exhibit "2."

14. Defendant then filed an Order to Show Cause seeking to stay the execution measures and restore this matter to the calendar. Annexed hereto as Exhibit "7" is a copy of Defendant's Order to Show Cause.

15. Thereafter, Defendant retained counsel and filed a supplemental affirmation with her Order to Show Cause. Annexed hereto as Exhibit "8" is a copy of said affirmation.

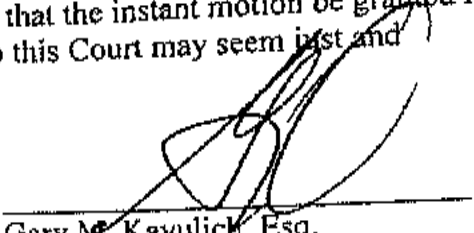
16. On March 11, 2013, the Court granted Defendant's Order to the extent that the judgment and all execution measures were vacated, but the Court did not vacate the stipulation due to the fact that the aforementioned stipulation allowed the Plaintiff to try for a motion of judgment upon the Defendant's default. Annexed hereto as Exhibit "9" is a copy of the Court's decision.

17. Therefore, Defendant owes \$2,632.08, plus costs, fees, disbursements and interest from July 1, 2006 to Plaintiff toward the satisfaction of the defaulted stipulation. Please see aforementioned Exhibit "1."

18. As Defendant has breach the terms of the stipulation and as this debt remains due and owing to Plaintiff, Plaintiff now moves for judgment pursuant to Defendant's default upon the stipulation.

WHEREFORE, your affirmant respectfully requests that the instant motion be granted in all respects and for such other and further relief as to this Court may seem just and proper.

Dated: Port Chester, New York
February 20, 2014



Gary M. Kavulich, Esq.

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX: PART 30

INDEX NO. 48720/11
FILE NO. 13817

-----X
2246 WEBSTER AVENUE, HDFC,

Plaintiff,

AFFIRMATION
OF SERVICE

- against -

ELIZABETH ALIBIZU ACEVEDO,

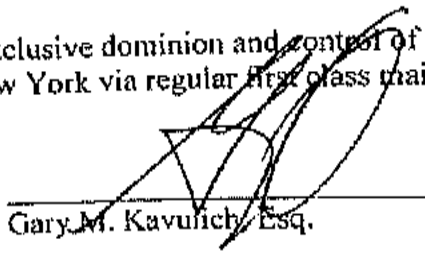
Defendant.
-----X

Gary M. Kavulich, Esq., an attorney duly admitted to practice law before the Courts of the State of New York hereby affirms the following under the penalty of perjury.

On March 3, 2014 I served the within Notice of Motion and Motion upon Alberto Torres, Esq., the Attorney for the Defendant in this action, by depositing a true copy in a post-paid envelope addressed to:

Alberto Torres, Esq.
629 Melrose Avenue
Bronx, NY 10455

in an official depository under the exclusive dominion and control of the United States Postal Service within the State of New York via regular first class mail.



Gary M. Kavulich, Esq.

INDEX NO: 48720/11

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX: PART 30

2246 WEBSTER AVENUE, HDFC,

Plaintiff,

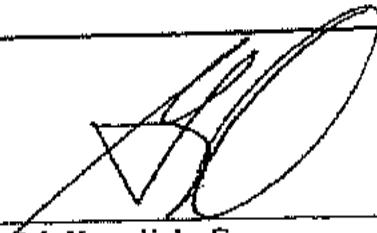
- against -

ELIZABETH ALIBIZU ACEVEDO,

Defendant.

MOTION FOR JUDGMENT

Signature Rule 130-1.1-a



Gary M. Kavulich, Esq.

Print Name Beneath

Kavulich & Associates, P.C.
Attorney for Plaintiff
181 Westchester Ave., Suite 500C
Port Chester, NY 10573
(914)355-2074

CIVIL COURT OF THE CITY NEW YORK
COUNTY OF BRONX: PART 30

INDEX NO. 48720/11
FILE NO. 13817

-----X
2246 WEBSTER AVENUE HDFC.,

Plaintiff,

- against -

AFFIRMATION OF
SERVICE

ELIZABETH ALBIZU ACEVEDO,


Defendant.
-----X

Brett M. Milchman, ESQ., an attorney duly admitted to practice law before the Courts of the State of New York hereby affirms the following under the penalty of perjury.

On April 21, 2014 I served the within I served the within Notice of Motion and Motion upon Alberto Torres, Esq., the Attorney for the Defendant in this action, by depositing a true copy in a post-paid envelope addressed to:

Alberto Torres, Esq.
629 Melrose Avenue
Bronx, NY 10455

in an official depository under the exclusive dominion and control of the United States Postal Service within the State of New York via regular first class mail.



Brett M. Milchman, Esq.

INDEX NO: 48720/11

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF BRONX: PART 30

2246 WEBSTER AVENUE HDFC.,

Plaintiff,

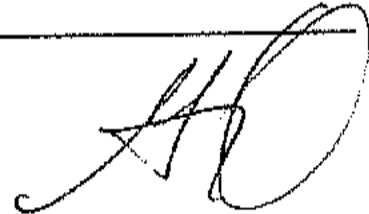
- against -

ELIZABETH ALBIZU ACEVEDO,

Defendant.

REPLY TO DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR
JUDGMENT AND PLAINTIFF'S OPPOSITION TO DEFENDANT'S CROSS-
MOTION FOR VACATUR OF STIPULATION OF SETTLEMENT

Signature Rule 130-1.1-a



Print Name Beneath -

Gary M. Kavulich, Esq.

Kavulich & Associates, P.C.
Attorneys for the Plaintiff
181 Westchester Ave., Suite 500C
Port Chester, NY 10573
914-355-2074

SPANISH

Civil Court of the City of New York
INTERPRETER REQUIRED

CV 048720 -11

Interpreter

CV-048720-11/BX
 2246 Webster Avenue, HDFC
 -against-
 Elizabeth Alibizu Acevedo

S-11-BX-24378

1/3/11 P.11

Comments	Notes
<i>DAVE</i>	
<i>[Signature]</i>	
<i>[Signature]</i>	
<i>WILLIAM A. J. DE ARANDA JR.</i>	
<i>DAVE</i>	
<i>3/20/13</i>	

PRECEDENT WARNING:
 A person who falsifies and unlawfully procures, mediates, threatens, or obtains a false or fraudulent statement or document for use in a proceeding is subject to criminal sanctions.